



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, November 18, 2025 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
John Morris, Budget Director
Jerry DeBerry, Fire Chief

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Chaplain Barry L. Carr, Kingsport Fire Department

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

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. APPOINTMENTS

VIII. APPROVAL OF MINUTES

- [1.](#) November 3, 2025 - Work Session
- [2.](#) November 4, 2025 - Business Meeting

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

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY26 (AF-316-2025) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Landfill Access Annexation (AF-279-2025) (Sam Cooper)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-307-2025) (Chris McCartt)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution Authorizing the Purchase of Window Security Film for Portions of the Civic Auditorium and Dobyns-Bennett Science & Technology Center. (AF-300-2025) (David Frye)
- [2.](#) Consideration of a Resolution Authorizing the Purchase of a 2026 Ford F350 Flatbed Pickup Truck for the Dobyns-Bennett Fire Management Services Program from Alan Jay Fleet Sales Utilizing a Tennessee Central Procurement Contract. (AF-310-2025) (David Frye)
- [3.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Landstar LLC Related to the Airport Parkway Residential Development (AF-317-2025) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Award the Bays Mountain Otter Habitat Project to BurWil Construction Company (AF-322-2025) (Michael T. Borders)
- [5.](#) Consideration of a Resolution Approving a Financial Contribution if Needed to the Industrial Development Board of the City of Kingsport Relative to the Dobyns-Taylor Warehouse Redevelopment and Improvements (AF-295-2025) (Jessica Harmon)

6. Consideration of a Resolution to Amend the Downtown Kingsport Redevelopment District and Approve Tax Increment Financing for the Dobyons-Taylor Redevelopment Project (AF-296-2025) (Jessica Harmon)
7. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and United States Department of Transportation for FY 2025-2026 (AF-320-2025) (Candace Sherer)
8. Consideration of a Resolution Approving the Renewal of Excess Workers' Compensation Insurance Policies from The Gray Insurance Company and Midwest Employers Casualty (AF-318-2025) (Hodgson/Rowlett)
9. Consideration of a Resolution to Enter into an Agreement with Thompson & Litton for Professional Services for Renovations at the Kingsport Aquatic Center (AF-324-2025) (Michael T. Borders)
10. Consideration of a Resolution Approving an Agreement and Execution of All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 25-26 (AF-247-2025) (Candace Sherer)

XII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

1. Consideration of a Resolution Ratifying the Mayor's Signature and Accepting Funding from the Tennessee's America 250 Community Support Grant (AF-315-2025) (Michael Price)
2. Consideration of a Resolution Authorizing the Renewal of EMS LINQ Software for School Nutrition Services and Authorizing the Mayor to Execute All Agreements Pertaining to the Renewal (AF-312-2025) (David Frye)
3. Consideration of a Resolution Changing Certain Meeting Dates for Work Sessions and Business Meetings of the Board of Mayor and Aldermen (AF-313-2025) (Rowlett)
4. Consideration of a Resolution for Amendment Number 2 with the Tennessee Department of Transportation for Resurfacing Various Roadways Project Pin 129800.00 Authorizing the Mayor to Sign All Applicable Documents (AF-314-2025) (Ryan McReynolds)

- [5.](#) Consideration of a Resolution Approving Payment to Phil Hoskins for Replacement of a Brick Column and Authorizing Execution of a Release of All Claims (AF-319-2025) (Rowlett)

- Added
11/18/25
- [6.](#) Consideration of a Resolution to Approve Right-of-Way Easement with Kingsport Power Company (AF-325-2025) (Ryan McReynolds)

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIV. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, November 03, 2025 at 4:30 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 4:30 pm by Mayor Montgomery.

II. ROLL CALL by City Recorder Travis Bishop.

III. DISCUSSION ITEMS

1. Joint Session with Board of Education - Lynn Garden School Update

Mr. McCartt opened the meeting and welcomed the BOE members present: Michelle Woods, Todd Golden, Dr. Phillip Marshall and Brandon Fletcher. Brian Alderson from Thompson and Litton was present. answering questions and providing details throughout the presentation. Superintendent Dr. Chris Hampton gave a summary of the past year and the actions that have been taken thus far regarding this project. Dr. Andy True then gave a presentation noting the strategic purpose that has gone into all the decision-making. He talked about the outcomes of the facility plans in 2016 and most recently 2023. Dr. True provided information on the guiding objectives of the design process noting the goal to make this facility a community hub. Mr. Alderson provided further details regarding the site plan options. There was considerable discussion throughout the presentation as Dr. True answered questions.

At 5:45 pm there was a five-minute recess.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, November 3, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the November 4, 2025 proposed agenda. No items were discussed at greater length or received specific questions or concerns.

V. ITEMS OF INTEREST

1. Projects Status Report

Mr. McCartt pointed out the board was provided with an updated status report on the strategic plan.

Alderman Phillips recognized Jerry Smith for repairing the Christmas decorations that were damaged and asked the board to thank him.

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:57 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 04, 2025 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

Chris McCartt, 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 Montgomery.

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION led by Pastor Randy Frye, First Broad Street United Methodist Church.

IV. ROLL CALL by City Recorder Travis Bishop.

V. RECOGNITIONS AND PRESENTATIONS

1. Model City 101 Class Graduation - Mayor Montgomery

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Michael Lowe commented on the property tax increase and Tim Sanders commented on AEP. The mayor then closed the public comment section.

VII. APPOINTMENTS *(These items are considered under one motion.)*

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

Passed: All present voting "aye" except for Alderman Cooper who abstained.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 1. Consideration of Appointments to the Cultural Arts Commission (AF-301-2025) (Mayor Montgomery)**

TO APPOINT ROBBY TAYLOR TO FULFILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2026; AND TO REAPPOINT BETSY COOPER AND JOSEPH ZOELLER TO A THREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2028

- 2. Consideration of Appointments to the Tree Advisory Board (AF-302-2025) (Mayor Montgomery)**

TO APPOINT AUSTIN COPLEY, GREG JENNINGS, MATTHEW KROLIKOWSKI AND JOY EASTRIDGE TO A TWO-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2027

- 3. Consideration of Appointments to the Parks and Recreation Advisory Committee (AF-303-2025) (Mayor Montgomery)**

TO APPOINT STEVE SHIVES AND JOSEPH JERNIGAN TO A THREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2028; AND TO REAPPOINT STELLA ROBINETTE TO A THREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2028

- 4. Consideration of Appointments to the Kingsport Public Library Commission (AF-304-2025) (Mayor Montgomery)**

TO APPOINT MEGAN HERRSCHAFT TO A THREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2028; AND TO REAPPOINT JOE EWING TO A THREE-YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2028

- 5. Consideration of Appointment to Petworks Governance Board (AF-311-2025) (Mayor Montgomery)**

TO APPOINT RAVEN MCCOMBS TO A FIRST TERM (TERMS VARY) EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2027

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

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

Passed: All present voting "aye."

- 1. October 20, 2025 - Work Session**
- 2. October 21, 2025 - Business Meeting**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

- 1. Conduct Public Hearings and Consideration of Resolutions and Ordinance to Annex, Adopt a Plan of Service and Amend the Zoning for the Landfill Access Annexation (AF-279-2025) (Sam Cooper)**

1st PUBLIC HEARING for annexation and plan of services resolutions: None.

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2026-097 A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE LANDFILL ACCESS ANNEXATION OF THE CITY OF KINGSFORT, TENNESSEE

Passed: All present voting "aye."

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

RESOLUTION NO. 2026-096 A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS, ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 10th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE LANDFILL ACCESS ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

2nd PUBLIC HEARING on rezoning ordinance: None.

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED LANDFILL ACCESS ROAD FROM COUNTY R-1, LOW DENSITY/SINGLEFAMILY RESIDENTIAL DISTRICT, AND COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO M-2, GENERAL MANUFACTURING DISTRICT, IN THE 11 TH 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: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY26 (AF-307-2025) (Chris McCartt)**

Motion made by Alderman Mayes, Seconded by Alderman George.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-284-2025) (Chris McCartt)

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

ORDINANCE NO. 7233 AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; 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

XI. OTHER BUSINESS

1. **Consideration of a Resolution to Accept a Donation from Lowe's to Remodel Fire Station #4** (AF-268-2025) (Jerry DeBerry)

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-098 A RESOLUTION ACCEPTING A MONETARY DONATION FROM LOWES HOME IMPROVEMENT TO ASSIST IN THE REMODEL OF FIRE STATION #4 FOR THE KINGSFORT FIRE DEPARTMENT

Passed: All present voting "aye."

2. **Consideration of a Resolution Approving the Purchase of Image Trend Software for the Kingsport Fire Department** (AF-269-2025) (Jerry DeBerry)

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-099 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO IMAGETREND UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 030425-IMG FOR A RECORD MANAGEMENT SYSTEM FOR USE BY THE KINGSFORT FIRE DEPARTMENT

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 3. Consideration of a Resolution to Renew an Agreement with CivicPlus, LLC for the Purchase of Equipment and Software License for Use of CivicRec (AF-306-2025) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2026-100 A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT WITH CIVICPLUS, LLC FOR USE OF CIVICPLUS RECREATION MANAGEMENT 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."

- 4. Consideration of a Resolution Approving the Mayor's Signature and Executing All Documents Necessary to Receive Two \$50,000 Reimbursement Grants from the State of Tennessee Department of Disability and Aging (AF-293-2025) (Tyler Wicks)**

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

RESOLUTION NO. 2026-101 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR THE RECEIPT OF FUNDS FROM TWO GRANTS FROM THE STATE OF TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE KINGSFORT SENIOR CENTERS

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Purchase Water Valves not Included in the Utilities Annual Bid from Ferguson Enterprises LLC Utilizing an Omnia Partners Cooperative Purchasing Agreement (AF-305-2025) (Ryan McReynolds)**

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

RESOLUTION NO. 2026-102 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH FERGUSON ENTERPRISES, LLC FOR WATER VALVES UTILIZING OMNIA PARTNERS CONTRACT #159595

Passed: All present voting "aye."

- 6. Consideration of a Resolution Ratifying the Mayor's Signature on a License Use Agreement with the Federal Emergency Management Agency for Office Space at V.O. Dobbins, Sr. Complex (AF-308-2025) (Michael T. Borders)**

Motion made by Alderman Mayes, Seconded by Alderman Phillips.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2026-103 A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON A LICENSE USE AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR OFFICE SPACE AT V.O. DOBBINS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Accept a Donation of Property from SchoolHouse, LLC. Located on McCoy Street for Future Greenbelt Donation (AF-309-2025) (Michael Borders)**

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

RESOLUTION NO. 2026-104 A RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY DESCRIBED AS CONTROL MAP 062A; GROUP M; PARCEL 023.00 FROM SCHOOLHOUSE, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

XII. 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 to Apply for and Receive an Apprenticeship Training Grant from the First Tennessee Development District (AF-298-2025) (Tyra Copas)**

RESOLUTION NO. 2026-105 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN APPRENTICESHIP TRAINING GRANT FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT

- 2. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership Program (BVP) Reimbursement Grant for FY 2025 (AF-297-2025) (Chief Jason Bellamy)**

RESOLUTION NO. 2026-106 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

3. Consideration of a Resolution Authorizing the Mayor to Sign the Statement of Support for the Guard and Reserve (AF-299-2025) (Tyra Copas)

RESOLUTION NO. 2026-107 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE SERVICE MEMBERS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE STATEMENT

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt appreciated Model City 101 class who stayed for the meeting and to Adrienne and her staff for managing it and provided details on the class. He also commented on the presentation at the work session regarding a new school in the Lynn View community. GOOD relationship wiht the shoools.

2. Mayor and Board Members

Alderman Mayes commented on the presentation from the first responders at a previous work session and stated they are working on pushing out emergency notifications to the public. He remarked it was a good meeting with the school board yesterday, noting it was nice to be working together for the good of the students. He mentioned that DB is in playoffs Friday night and he was proud of Kingsport 101. Alderman Cooper pointed out the Christmas lights are up and talked about other upcoming events that can be found on the DKA as well as the City's website. Alderman George stated the DB band will be doing their show for the community on Thursday night. She mentioned she is thankful for the Christmas lights and excited about things coming up. She also noted it was a great presentation from the schools last night. Alderman Baker commented on the marketing of Meadowview and Assistant City Manager Michael Borders provided further details. Alderman Phillips stated citizens can sign up for text messages at ThisIsKingsport.com and ChristmasInKingsport.com to receive updates on events that are coming up this season. Lastly he mentioned the Homebuilders are having their party at Meadowview in December. Vice-Mayor Duncan stated the wing fling is Thursday night. He also stated his appreciation for the professionalism and integrity on the board. Mayor Montgomery congratulated Dobyys Bennett for all their achievements. He stated the Oasis is having an event this Sunday at Meadowview to showcase the ladies who have come through the program. He also mentioned the KEDB public private partnership that was announced today for a boutique hotel in downtown and thanked the staff who worked towards making it happen.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIV.ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:15 p.m.

ANGELA MARSHALL

Deputy City Recorder

PAUL W. MONTGOMERY

Mayor



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-316-2025

Work Session: November 17, 2025

First Reading: November 18, 2025

Final Adoption: December 2, 2025

Staff Work By: Morris

Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Budget Ordinance

Executive Summary:

If approved, the General Fund will be reduced and the General Projects-Special Revenue Fund will be increased by transferring \$200,000 to set up a for Window Caulking at the Dental Clinic and City Hall.

The General Projects-Special Revenue Fund is being amended by transferring \$80,855 from a finished project to the FY 2026 AEP - Street & Landscape project, and by accepting \$25,000 from the Tennessee State Museum for the Semiquincentennial to create the Kingsport 250 project, and by allocating a donation from the Friends of Allandale in the amount of \$55,000 to the Allandale Improvements project.

The Urban Mass Transit Fund is being increased by accepting the FY 2026 Urban Operating Assistance (UROP) grant in the amount of \$794,375. The City's match has already been budgeted.

The Community Development Block Grant Fund is being amended by reducing the federal funds in the amount of \$25,000 for the Emergency Solutions.

The Aquatics Center Project fund is being amended by appropriating \$139,529 from the Visitor's Enhancement Fund to set up the KAC Pool Replaster project.

The General Project Fund is being increased by allocating \$1,000,000 of the \$2,900,000 Local Parks and Recreation Fund (LPRF) grant awarded in 2024 to the BMP Otter Habitat project.

Attachments:

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS
FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by transferring \$200,000 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Spec Rev Fund line (110-4804-481.70-35) to be used in the Facility Improvements project (NC2609) for the recaulking of windows at the Dental Clinic and City Hall.

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting \$200,000 from the General Fund to the Facility Improvements project (NC2609) for the recaulking of windows at the Dental Clinic and City Hall, by transferring \$80,855 from the Street Resurfacing project (NC2503) to the AEP – Street & Landscape project (NC2600), by accepting \$25,000 from the Tennessee State Museum for the Tennessee America 250 project to the Kingsport 250 project (NC2610), and by accepting a donation in the amount of \$55,000 from the Friends of Allandale to the Allandale Improvements project (NC2217). Close NC2503.

SECTION III. That the Urban Mass Transit Fund be amended by accepting the FY 2026 Urban Operating Assistance (UROP) grant from the State of Tennessee in the amount of \$635,000, by appropriating matching funds from the General Fund in the amount of \$158,875 from the To UMTA line (110-4804-481.70-13), and by budgeting various other revenues in the amount of \$265,000 to the 5307 Operations/Capital project (FTA038).

SECTION IV. That the Community Development Block Grant Fund be amended by reducing the Community Development line (124-0000-331.10-00) by \$25,000 in the Emergency Solutions Grant project (CD2617).

SECTION V. That the Visitor's Enhancement Fund be amended by transferring \$139,529 from the Improvements line (135-1015-405.90-03) to the To Aquatic Center Fund line (135-4804-481.70-39) to be transferred to the Aquatic Center Project Fund to fund the design work for the Pool Replastering project

SECTION VI. That the General Projects Fund be amended by accepting \$1,000,000 of the \$2,900,000 Local Parks and Recreation Fund (LPRF) grant awarded in 2024 to the BMP Otter Exhibit project (GP2305).

SECTION VII. That the Aquatic Center Fund be amended by accepting \$135,529 from the Visitor's Enhancement Fund to the Visitors Enhancement Fund line (419-0000-391.69-00) and transferring the \$135,529 to the To Aquatics Project Fund line (419-6996-696.76-09).

SECTION VIII. That the Aquatic Center Project Fund be amended by accepting \$135,529 from the Aquatic Center Fund to the KAC Pool Replaster project (AQ2600).

Fund 110: General Fund**Account Number/Description:****Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Spec Rev Fund	6,055,911	200,000	6,255,911
110-4890-901.60-01 Future Appropriations	332,841	(200,000)	132,841
Total:	6,388,752	0	6,388,752

Fund 111: Gen Project-Special Revenue Fund**Facilities Improvements (NC2609)****Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	200,000	200,000
Total:	0	200,000	200,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-03 Improvements	0	200,000	200,000
Total:	0	200,000	200,000

Streets Resurfacing (NC2503)**Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	1,818,345	(80,855)	1,737,490
Total:	1,818,345	(80,855)	1,737,490

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	1,780,674	(92,462)	1,688,212
111-0000-601.20-23 Arch/Eng/Landscaping Serv	37,671	11,607	49,278
Total:	1,818,345	(80,855)	1,737,490

AEP-Streets & Landscape (NC2600)**Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	4,996,000	80,855	5,076,855
Total:	4,996,000	80,855	5,076,855

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	4,500,000	80,855	4,580,855
111-0000-601.20-23 Arch/Eng/Landscaping Serv	496,000	0	496,000
Total:	4,996,000	80,855	5,076,855

Kingsport 250 (NC2610)**Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	25,000	25,000
Total:	0	25,000	25,000

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Operating Supplies & Tool	0	25,000	25,000
Total:	0	25,000	25,000

Allandale Improvements (NC2217)**Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	321,686	0	321,686
111-0000-364.30-00 From Non-Profit Groups	0	55,000	55,000
111-0000-391.01-00 From General Fund	398,480	0	398,480
111-0000-391.69-00 Visitors Enhancement Fund	50,000	0	50,000
Total:	770,166	55,000	825,166

Expenditures:

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	677,115	49,856	726,971
111-0000-601.20-23 Arch/Eng/Landscaping Serv	84,045	5,144	89,189
111-0000-601.90-04 Equipment	9,006	0	9,006
Total:	770,166	55,000	825,166

Fund 123: Urban Mass Transit Fund**5307 Operations/Capital (FTA038)****Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	1,140,700	0	1,140,700
123-0000-332.90-00 Department of Transportation	1,219,149	635,500	1,854,649
123-0000-365.20-09 Bus Fares TN-90-X150	0	80,000	80,000
123-0000-365.21-00 ADA Paratransit	0	100,000	100,000
123-0000-368.15-00 Rental of Land & Building	0	85,000	85,000
123-0000-368.99-00 Miscellaneous	22,357	0	22,357
123-0000-391.01-00 From General Fund	496,639	158,875	655,514
Total:	2,878,845	1,059,375	3,938,220

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,460,600	617,775	2,078,375
123-5901-602.10-11 Overtime	73,600	10,000	83,600
123-5901-602.10-20 Social Security	99,800	34,070	133,870
123-5901-602.10-30 Group Health Insurance	241,600	53,800	295,400
123-5901-602.10-41 TCRS Retirement	120,100	32,510	152,610
123-5901-602.10-42 TCRS Hybrid Retirement	4,500	10,120	14,620

123-5901-602.10-43 ICMA Retirement	49,100	5,430	54,530
123-5901-602.10-44 TCRS Stabilization %	200	3,200	3,400
123-5901-602.10-50 Life Insurance	2,400	1,410	3,810
123-5901-602.10-52 Long Term Disability Ins	2,100	960	3,060
123-5901-602.10-60 Workmen's Compensation	1,500	570	2,070
123-5901-602.10-61 Unemployment Insurance	3,000	880	3,880
123-5901-602.20-10 Advertising & Publication	1,400	1,000	2,400
123-5901-602.20-11 Printing & Binding	8,500	2,250	10,750
123-5901-602.20-20 Professional/Consultant	700	10,000	10,700
123-5901-602.20-30 Electric Service	30,000	15,000	45,000
123-5901-602.20-33 Water & Sewer	7,300	5,200	12,500
123-5901-602.20-34 Telephone	4,500	15,800	20,300
123-5901-602.20-36 Natural Gas	5,400	5,200	10,600
123-5901-602.20-40 Travel Expense	25,900	0	25,900
123-5901-602.20-41 Registration Fees/Tuition	7,100	0	7,100
123-5901-602.20-42 Personal Vehicle Reimburse	100	0	100
123-5901-602.20-43 Dues & Memberships	9,300	8,000	17,300
123-5901-602.20-44 Literature/Subscriptions	1,400	200	1,600
123-5901-602.20-45 Training	4,000	30,000	34,000
123-5901-602.20-52 Medical Services	1,100	0	1,100
123-5901-602.20-54 Equipment Rental	8,100	0	8,100
123-5901-602.20-55 Repairs & Maintenance	9,600	70,000	79,600
123-5901-602.20-56 Repairs & Maint-Vehicles	506,588	0	506,588
123-5901-602.20-57 Computer Repairs/Mainten	2,700	0	2,700
123-5901-602.20-68 Covid-19	6,900	0	6,900
123-5901-602.20-69 Stormwater Fee Expense	2,100	0	2,100
123-5901-602.20-75 Temporary Employees	12,400	0	12,400
123-5901-602.20-99 Miscellaneous	93,257	120,000	213,257
123-5901-602.30-10 Office Supplies	8,200	0	8,200
123-5901-602.30-11 Postage	700	0	700
123-5901-602.30-12 Food	4,200	0	4,200
123-5901-602.30-20 Operating Supplies & Tool	11,400	0	11,400
123-5901-602.30-22 Maintenance Supplies	26,900	400	27,300
123-5901-602.30-26 Sign Parts & Supplies	500	5,000	5,500
123-5901-602.30-29 Clothing & Uniforms	7,500	600	8,100
123-5901-602.30-68 Covid-19	3,200	0	3,200
123-5901-602.50-26 Vehicle Ins Chgd by FLM	9,400	0	9,400
Total:	2,878,845	1,059,375	3,938,220

CDBG Project Fund: 124**Emergency Solutions Grant (CD2617)****Account Number/Description:****Revenues:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
124-0000-337.49-00 Housing & Urban Dev	151,613	(25,000)	126,613
124-0000-391.01-00 From General Fund	92,780	0	92,780
Total:	244,393	(25,000)	219,393

Expenditures:

	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	142,150	0	142,150
124-0000-603.10-11 Overtime	20,000	0	20,000
124-0000-603.10-20 Social Security	10,875	0	10,875
124-0000-603.10-30 Group Health Insurance	17,354	0	17,354
124-0000-603.10-42 TCRS Hybrid Retirement	3,526	0	3,526
124-0000-603.10-43 ICMA Retirement	7,108	0	7,108
124-0000-603.10-44 TCRS Stabilization Rate	2,161	0	2,161
124-0000-603.10-50 Life Insurance	285	0	285
124-0000-603.10-60 Workers Compensation	2,118	0	2,118
124-0000-603.10-61 Unemployment Insurance	80	0	80
124-0000-603.20-34 Telephone	1,000	0	1,000
124-0000-603.20-40 Travel	5,000	(3,000)	2,000
124-0000-603.20-99 Miscellaneous	24,736	(20,000)	4,736
124-0000-603.30-10 Office Supplies	5,000	(2,000)	3,000
124-0000-603.40-23 Grants	3,000	0	3,000
Total:	244,393	(25,000)	219,393

Fund 135: Visitors Enhancement Fund**Account Number/Description:****Expenditures:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
135-1015-405.90-03 Improvements	255,000	(139,529)	115,471
135-4804-481.70-39 Aquatic Center Fund	0	139,529	139,529
Total:	255,000	0	255,000

General Project Fund: 311**BMP Otter Exhibit (GP2305)****Account Number/Description:****Revenues:**

	Budget	Incr/(Decr)	New Budget
	\$	\$	\$
311-0000-332.49-00 TN State Parks Grant	0	1,000,000	1,000,000
311-0000-368.10-66 Series 2019 Improvement	53,693	0	53,693
311-0000-368.10-69 GO Bond Series 2021	865,043	0	865,043
311-0000-368.21-01 Premium From Bond Sale	84,957	0	84,957
311-0000-391.01-00 From General Fund	500,000	0	500,000
311-0000-391.62-00 Bays Mtn Park Comm	381,382	0	381,382
Total:	1,885,075	1,000,000	2,885,075

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	198,890	2,407	201,297
311-0000-601.90-03 Improvements	1,686,185	997,593	2,683,778
Total:	1,885,075	1,000,000	2,885,075

Account Number/Description:**Aquatic Center Fund: 419****Revenues:**

	\$	\$	\$
419-0000-391.69-00 Visitors Enhancement Fund	0	135,529	135,529
Total:	0	135,529	135,529

Expenditures:

	\$	\$	\$
419-6996-696.76-09 Aquatics Project Fund	0	135,529	135,529
Total:	0	135,529	135,529

Account Number/Description:**Aquatics Project Fund: 459****KAC Pool Replaster (AQ2600)****Revenues:**

	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	0	135,529	135,529
Total:	0	135,529	135,529

Expenditures:

	\$	\$	\$
459-0000-629.20-23 Arch/Eng/Landscaping Serv	0	135,529	135,529
Total:	0	135,529	135,529

SECTION IX. 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:

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT NUMBER 7

ITEM ONE: Transfers \$200,000 for Window Caulking at the Dental Clinic and City Hall

The Facilities Maintenance Department has identified the need to replace the caulking at the Dental Clinic and City Hall. This ordinance moves \$200,000 of reserves set aside in the General Fund for future appropriation to fund this need.

ITEM TWO: Transfers \$80,855 from FY 2025 Street Resurfacing project to FY 2026 project

The FY 2025 Street Resurfacing project is being closed and the remaining \$80,855 is being moved to the FY 2026 project to be used for upcoming street resurfacing.

ITEM THREE: Accepts \$25,000 Grant from the Tennessee State Museum to the Kingsport 250 project

Accepts a \$25,000 from the Tennessee Museum for the United States Semiquincentennial to the Kingsport \$25,000 project.

ITEM FOUR: Accepts \$55,000 Donation from the Friends of Allandale to the Allandale Improvements project

Accepts a \$55,000 donation from the Friends of Allandale to help cover the cost of improvements to the soffit at Allandale Mansion.

ITEM FIVE: Accepts the FY 2026 Transit UROP grant for FY 2026 Operations

The Urban Mass Transit division has received its FY 2026 Urban Operating Assistance (UROP) grant in the amount of \$794,375. The City's match has already been budgeted in the General Fund and this ordinance sets up the FY 2026 Operating funds and various local revenues into the current operating project.

ITEM SIX: Reduces the CDBG Admin Project by \$25,000 to match Homeless Outreach Grant

The matching federal funds in the amount of \$25,000 for the Emergency Solutions Grant was supposed to come from the existing federal allotment to the CDBG Fund. Since the \$25,000 was not new funding, this ordinance reduces the project by \$25,000.

ITEM SEVEN: Allocates \$1,000,000 of \$2,900,000 the Local Parks and Recreation Fund Grant awarded in 2024 to BMP Otter Exhibit

The General Projects Fund is being amended by allocating \$1,000,000 of the LPRF Grant for Bays Mountain Park and Brickyard Park to the Bays Mountain Park Otter Exhibit. The remaining \$1,900,000 will be allocated as soon as projects are identified for the funds.

ITEM EIGHT: Transfers \$135,529 from the Visitors Enhancement Fund for design work at the Aquatic Center

The Aquatic Center Project Fund is receiving \$135,529 from the Visitors Enhancement Fund for design work for pool replastering at the Kingsport Aquatic Center.



AGENDA ACTION FORM

Consideration of an Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Landfill Access Annexation

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

Action Form No.: AF-279-2025
Work Session: November 3, 2025
First Reading: November 4, 2025

Final Adoption: November 18, 2025
Staff Work By: S. Cooper/Committee
Presentation By: S. Cooper

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Zoning Ordinance

Executive Summary:

If approved, this annexation of city-owned property will bring approximately 23.1 acres into the city limits. The property, known as Tax Map 046 parcel 1.05 and Tax Map 047 Parcel 4, is located off Landfill Access Road and is adjacent to the current Landfill. The purpose of the annexation is to accommodate a future public works' operational investment.

The proposed zone for the annexation site is M-2, General Manufacturing District. Designating the annexation site M-2 will appropriately match the adjacent industrial zones; as well as match the intended future use of the property. Due to no specific date for the proposed public works' investment, water and sewer will be served to the annexation site at a later date and not as a part of this annexation. Subsequently, there are no costs associated with this annexation.

Supplemental information displaying the annexation area as well as the proposed public works' project site is attached for further review. No public comment has been received for this annexation. During the October regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen to approve the annexation, plan of services and zoning assignment for this annexation.

The public hearing notice was published on October 14, 2025.

Attachments:

1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED LANDFILL ACCESS ROAD FROM COUNTY R-1, LOW DENSITY/SINGLE-FAMILY RESIDENTIAL DISTRICT, AND COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO M-2, GENERAL MANUFACTURING 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 KINGSFORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Landfill Access Road from County R-1, Low Density/Single-Family Residential District and County M-1, Light Manufacturing District, to M-2, General Manufacturing 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 being the northern corner of Tax Map 047A, Parcel 004.00; thence in a southeasterly direction, approximately 578 feet to a point, said point being the eastern most corner of parcel 004.00; thence in a southwesterly direction, approximately 624 feet to a point, said point being the southern most corner of parcel 004.00 in common with the eastern right-of-way of Landfill Access Road; thence in a northwesterly direction following the eastern right-of-way of Landfill Access Road approximately 1,441 feet to a point, said point lying upon the southwestern boundary of Parcel 001.05 in common with the eastern right-of-way of Landfill Access Road; thence leaving the eastern right-of-way of Landfill Access Road in a northeasterly direction, approximately 360 feet to a point, said point lying on the northern boundary of Parcel 001.05; thence in a southeasterly direction, approximately 61 feet to a point, said point lying on the northern boundary of Parcel 001.05; thence in a northeasterly direction, approximately 106 feet to a point, said point lying on the northern boundary of Parcel 001.05; thence in a northeasterly direction, approximately 196 feet to a point, said point being the northern most corner of Parcel 001.05; thence in a southeasterly direction, approximately 262 feet to a point, said point lying on the northern boundary of Parcel 001.05; thence in a southeasterly direction, approximately 223 feet to a point, said point lying on the northern boundary of Parcel 004.00; thence in a northeasterly direction, approximately 233 feet to the point of BEGINNING, and being all of Tax Map 047A, Parcel 004.00, and approximately 16.1 acres of Tax Map 046D, Parcel 001.05, as shown on the July 2020 Sullivan County Tax Maps.

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:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



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-307-2025

Work Session: November 3, 2025

First Reading: November 4, 2025

Final Adoption: November 18, 2025

Staff Work By: Morris

Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Budget Ordinance

Executive Summary:

If approved, the Police Department will accept a \$200 donation from Lavell Kish to the Police Training/Equipment project (NC2214).

The Senior Center will accept two grants from the Tennessee Department of Disability and Aging (TDDA). One, in the amount of \$50,000 to Senior Center TDDA Grant project (NC2607) and the other in the amount of \$50,000 to the Lynn View TDDA Grant project (NC2608).

Moves \$92,805 in Visitors Enhancement Funds to the General Project Fund to complete funding for the Bays Mountain Park Nature Center Roof Project (GP2509).

The Water Project Fund will be amended by accepting funding from the Tennessee Department of Transportation in the amount of \$59,750 for water line relocation for the new State Industrial Access Road to the SIA Water Relocation project (WA2606).

That the Sewer Project Fund will be amended by accepting funding from the Tennessee Department of Transportation in the amount of \$38,950 for sewer line relocation for the new State Industrial Access Road to the SIA Sewer Relocation project (SW2606).

Attachments:

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS
FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be amended by accepting at donation from Lavell Kish in the amount of \$200 and allocating it to the Police Training/Equipment project (NC2214), and by accepting two grants from the Tennessee Department of Disability and Aging (TDDA) in the amount of \$50,000 to Senior Center TDDA Grant project (NC2607) and in the amount of \$50,000 to the Lynn View TDDA Grant project (NC2608).

SECTION II. That the Visitors Enhancement Fund be amended by transferring \$92,805 from the KCVB line (135-1015-405.80-15) to the To General Project Fund line (135-4804-481.70-36) for use in the BMP Nature Ctr Roof project (GP2509).

SECTION III. That the General Project Fund be amended by allocating \$92,805 in Visitors Enhancement funds to the BMP Nature Center Roof project (GP2509).

SECTION IV. That the Water Project Fund be amended by accepting funding from the Tennessee Department of Transportation in the amount of \$59,750 for water line relocation for the new State Industrial Access Road to the SIA Water Relocation project (WA2606).

SECTION V. That the Sewer Project Fund be amended by accepting funding from the Tennessee Department of Transportation in the amount of \$38,950 for sewer line relocation for the new State Industrial Access Road to the SIA Sewer Relocation project (SW2606).

Fund 111: Gen Project-Special Revenue Fund

Police Training/Equipment (NC2214)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	104,900	0	104,900
111-0000-364.10-00 From Individuals	0	200	200
111-0000-391.01-00 From General Fund	150,000	0	150,000
Total:	254,900	200	255,100

Expenditures:

	\$	\$	\$
111-0000-601.20-45 Training	26,000	0	26,000
111-0000-601.30-29 Clothing & Uniforms	26,000	0	26,000
111-0000-601.90-04 Equipment	202,900	200	203,100
Total:	254,900	200	255,100

Senior Center TDDA Grant (NC2607)**Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	50,000	50,000
Total:	0	50,000	50,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	0	50,000	50,000
Total:	0	50,000	50,000

Lynn View TDDA Grant (NC2608)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	50,000	50,000
Total:	0	50,000	50,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	50,000	50,000
Total:	0	50,000	50,000

Fund 135: Visitors Enhancement Fund**Account Number/Description:****Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
135-1015-405.80-15 KCVB (Tourism Council)	295,000	(92,805)	202,195
135-4804-481.70-36 General Project Fund	0	92,805	92,805
Total:	295,000	0	295,000

Fund 311: General Project Fund**BMP Nature Ctr Roof (GP2509)****Account Number/Description:****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-332.69-00 Miscellaneous Other State	150,000	0	150,000
311-0000-391.69-00 Visitors Enhancement Fund	0	92,805	92,805
Total:	150,000	92,805	242,805

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	222,477	222,477
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	20,023	20,023
311-0000-601.90-03 Improvements	150,000	(149,695)	305
Total:	150,000	92,805	242,805

Water Project Fund: 451
SIA Water Relocation (WA2606)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
451-0000-332.90-00 Department of Transportation	\$ 0	\$ 59,750	\$ 59,750
Total:	0	59,750	59,750

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
451-0000-605.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 59,750	\$ 59,750
Total:	0	59,750	59,750

Sewer Project Fund: 452
SIA Sewer Relocation (SW2606)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-332.90-00 Department of Transportation	\$ 0	\$ 38,950	\$ 38,950
Total:	0	38,950	38,950

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
452-0000-606.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 38,950	\$ 38,950
Total:	0	38,950	38,950

SECTION IV. 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:

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT NUMBER 6

ITEM ONE: Accepts a \$200 donation from Lavell Kish to the Police Department

Lavell Kish has donated \$200 to the Police Department. The funds are being allocated to the Police Training/Equipment project.

ITEM TWO: Accepts two grants from the Tennessee Department of Disability and Aging (TDDA) in the amount of \$100,000

The Senior Center will accept two grants from the Tennessee Department of Disability and Aging. One, in the amount of \$50,000 will be placed in a project for Senior Center's Main Branch at the Renaissance Center to purchase furnishings for the newly renovated office and multi-purpose rooms, and the other \$50,000 will be placed in a project for the Lynn View Branch for the continuation of virtual programming at the site.

ITEM THREE: Moves Visitors Enhancement Funds in the amount of \$92,805 to the Bays Mountain Park Nature Center Roof project

Adds \$92,805 from the Visitors Enhancement Fund to the BMP Nature Center Roof project. The city has already received a \$150,000 State Museum grant to cover the majority of the improvements.

ITEM FOUR: Accepts TDOT funds in the amount of \$59,750 for Water Line Relocation for the State Industrial Access Road

The Water Department has been awarded \$59,750 for water line relocation for the upcoming State Industrial Access Road. These funds will be used for project design.

ITEM FIVE: Accepts TDOT funds in the amount of \$38,950 for Sewer Line Relocation for the State Industrial Access Road

The Sewer Department has been awarded \$38,950 for sewer line relocation for the upcoming State Industrial Access Road. These funds will be used for project design.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of Window Security Film for Portions of the Civic Auditorium and Dobyys-Bennett Science & Technology Center Utilizing TIPS Contract 23010401 with Tennessee Window Films

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-300-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Committee

Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will use The Interlocal Purchasing System's (TIPS) Contract 23010401 with Tennessee Window Films to purchase security film for windows in the Civic Auditorium and Dobyys-Bennett Science & Technology Center at a cost of \$82,571.68.

During recent years, the City built and opened a large new section at Dobyys-Bennett High School, the Science and Technology Center, which can house approximately 400 students. Much of this portion of the building is entirely glass exterior and a fragmentation film is needed at a minimum on the first floor. While the entry lobby of this building has fragmentation film, the remainder does not. Adding the film will provide greater security for the high school as a whole. Last year, the City transferred ownership of the Civic Auditorium to Schools for physical education classes while the dome was being rebuilt. To add security for classrooms at the Civic Auditorium, fragmentation film is needed.

The majority of funding for this project will be from the Public-School Security grant (\$75,874.76), which is a one-time, non-recurring grant to support Tennessee public school efforts in enhancing school safety for their students and staff. The remaining funding (\$6,696.92) will come from Schools General Purpose Funds. The Board of Education approved this purchase on November 11, 2025.

Attachments:

1. Quotes
2. TIPS Form
3. TIPS Contract

Item XI1.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF WINDOW
SECURITY FILM FOR PORTIONS OF THE CIVIC AUDITORIUM
AND DOBYNS-BENNETT SCIENCE & TECHNOLOGY CENTER
FROM TENNESSEE WINDOW FILMS UTILIZING TIPS
CONTRACT 23010401

WHEREAS, staff recommends the purchase of security film for windows at Civic Auditorium and Dobyns-Bennett Science & Technology Center from Tennessee Window Films utilizing The Interlocal Purchasing System's (TIPS) Contract 23010401; and

WHEREAS, installation of the security film at the Civic Auditorium and Dobyns-Bennett Science & Technology Center will provide greater security as a whole; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1205, the city can purchase goods and services under existing contracts or price agreements made by leading agencies in a cooperative purchasing group; and

WHEREAS, the quoted price from Tennessee Window Films is \$82,571.68; and

WHEREAS, this purchase will be funded by the Public-School Security grant (\$75,874.76) and Schools General Purpose Fund (\$6,696.92); and

WHEREAS, the Board of Education approved this purchase on November 11, 2025.

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 for security film for windows on the Civic Auditorium and Dobyns-Bennett Science & Technology Center from Tennessee Window Films utilizing TIPS Cooperative Purchase Agreement No. 23010401 for a total purchase cost of \$82,571.68, which will be funded by the Public-School Security Grant (\$75,874.76) and Schools General Purpose Fund (\$6,696.92), 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 III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

1809 Francis Road
865-237-0525
yymore033@tennesseewindowfilms.com



Proud Member of TIPS, Vendor # 23010401-5248

Customer Information		
Name:	Kingsport City Schools	
	Dobyns-Bennett High School	
Address:	1615 E. Center Street	
City:	Kingsport	State: TN
Phone:	423-765-6486	Email: jnash@k12k.com
Contact:	Jim Nash	

[illegible]

Film	Total SF\$	Total SF
PS13 Clear Security Film	\$13.50	5911.9

Notes
Llumar PS13 Clear Security film with Black Dow 995 attachment.
Linear Footage of attachment : 5758.17
Estimated time for install 1 week
50% Deposit Required for stored materials of \$39,905.53

Estimate	
Total Labor	\$47,295.44

Estimate	
Total Material	\$32,515.62

Estimate	
Total Estimate	\$79,811.06

Date:	September 29, 2025
Prepared By:	Yvette Moore

Job No.	Quantity Unit	Width (inch)	Height (length) (Inch)	Area (Square Feet)	Perimeter (feet)	Price per Sq Feet	Total Est. Amt.
Dobyns- Bennett High Schools First Level				-	-		-
Entry	2.00	38.00	122.00	64.39	53.33	13.50	869.25
Windows &	6.00	44.00	122.00	223.67	166.00	13.50	3,019.50
Doors	5.00	31.00	80.00	86.11	92.50	13.50	1,162.50
Vestibule	2.00	42.00	117.00	68.25	53.00	13.50	921.38
	2.00	51.00	117.00	82.88	56.00	13.50	1,118.81
	2.00	30.00	117.00	48.75	49.00	13.50	658.13
	2.00	45.00	117.00	73.13	54.00	13.50	987.19
	5.00	31.00	80.00	86.11	92.50	13.50	1,162.50
	6.00	18.00	20.00	15.00	38.00	13.50	202.50
Back Doors #f	2.00	34.00	68.00	32.11	34.00	13.50	433.50
	5.00	46.00	98.00	156.53	120.00	13.50	2,113.13
	5.00	46.00	35.00	55.90	67.50	13.50	754.69
Door#3	2.00	19.00	121.00	31.93	46.67	13.50	431.06
Side lites	2.00	24.00	121.00	40.33	48.33	13.50	544.50
Doors	4.00	25.00	67.00	46.53	61.33	13.50	628.13
Stairwell	11.00	46.00	98.00	344.36	264.00	13.50	4,648.88
	11.00	46.00	35.00	122.99	148.50	13.50	1,660.31
	7.00	49.00	98.00	233.43	171.50	13.50	3,151.31
	7.00	49.00	35.00	83.37	98.00	13.50	1,125.47
	4.00	38.00	98.00	103.44	90.67	13.50	1,396.44
	4	38	35	36.94	48.67	13.50	498.75
	1	54	98	36.75	25.33	13.50	496.13
	1	54	35	13.13	14.83	13.50	177.19
	60	41	98	1,674.17	1,390.00	13.50	22,601.25
	60	41	35	597.92	760.00	13.50	8,071.88
	17	18	98	208.25	328.67	13.50	2,811.38
	17	18	35	74.38	150.17	13.50	1,004.06
	2	12	98	16.33	36.67	13.50	220.50
	2	12	35	5.83	15.67	13.50	78.75
	11	46	98	344.36	264.00	13.50	4,648.88
	11	46	35	122.99	148.50	13.50	1,660.31
Exterior Film	1	44	98	29.94	23.67	13.50	404.25
Robotic Lab	1	44	35	10.69	13.17	13.50	144.38
	4	46	98	125.22	96.00	13.50	1,690.50
	4	46	35	44.72	54.00	13.50	603.75
Doors	2	34	68	32.11	34.00	13.50	433.50
Corners	1	40	98	27.22	23.00	13.50	367.50
Exterior Film	1	40	35	9.72	12.50	13.50	131.25
	10	41	98	279.03	231.67	13.50	3,766.88
	10	41	35	99.65	126.67	13.50	1,345.31
	6	18	98	73.50	116.00	13.50	992.25
	1	54	98	36.75	25.33	13.50	496.13
	1	54	35	13.13	14.83	13.50	177.19

				-	-	-
				-	-	-
				-	-	-
Total:	320.00	1,634.00	3,297.00	5,911.93	5,758.17	79,811.10

1809 Francis Road
865-237-0525
y Moore033@tennesseewindowfilms.com



Customer Information		
Name:	Kingsport City Schools	
	Family Resource Center / <i>Civic And. JN</i>	
Address:	1615 E. Center Street	
City:	Kingsport	State: TN
Phone:	423-765-6486	Email: jnash@k12k.com
Contact:	Jim Nash	

[illegible]

Film	Total SF\$	Total SF
PS13 Clear Security Film	\$13.50	204.5

Notes
Llumar PS13 Clear Security film with Black Dow 995 attachment.
Linear Footage of attachment estimate: 236.33
Estimated time for install 1 day
50% Deposit Required for stored materials of \$1,380.31

Estimate	
Total Labor	\$1,635.92

Estimate	
Total Material	\$1,124.70

Estimate	
Total Estimate	\$2,760.62

Date:	September 29, 2025
Prepared By:	Yvette Moore

Item XI1.

			Height				
Job No.	Quantity Unit	Width (inch)	(length) (Inch)	Area (Square Feet)	Perimeter (feet)	Price per Sq Feet	Total Est. Amt.
Family Resource Center				-	-		-
				-	-		-
Doors #5	2.00	31.00	73.00	31.43	34.67	13.50	424.31
Doors #6	2.00	32.00	73.00	32.44	35.00	13.50	437.94
Doors #1	6.00	28.00	72.00	84.00	100.00	13.50	1,134.00
	2.00	29.00	72.00	29.00	33.67	13.50	391.50
Doors #4	2.00	28.00	71.00	27.61	33.00	13.50	372.75
DR15 Reflective				-	-		-
				-	-		-
				-	-		-
				-	-		-
				-	-		-
				-	-		-
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				-	-		-
				-	-		-
				-	-		-
				-	-		-
				-	-		-
Total:	14.00	148.00	361.00	204.49	236.33		2,760.50

TIPS MEMBER CUSTOMER - ASSIGNMENT OF CONTRACT ACKNOWLEDGMENT FORM

The Interlocal Purchasing System (“TIPS”), a department of Texas Region 8 Education Service Center, is a governmental entity and a national purchasing cooperative which seeks to provide a valuable solution to public entities by performing the public procurement solicitation processes and awarding contracts to qualified vendors (“Awarded TIPS Vendors”). Then, public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off TIPS’ procurements and agreements where the laws and policies of their jurisdiction allow.

TIPS laws and policies permit the assignment and delegation of some or all a party’s contractual rights or contractual performance to a third-party. For this reason, when a TIPS Member seeks to use a third-party contractor who is not an Awarded TIPS Vendor, TIPS permits Awarded TIPS Vendors (“Assignors”) to assign rights and obligations under their awarded TIPS Contract to a non-Awarded TIPS Vendor (“Assignees”) in specific, Member-driven circumstances. The Assignment is a tri-party agreement between TIPS, Assignor, and Assignee. The purpose of this process is to assist TIPS Member Customers when they need to utilize a non-TIPS contractor who has not yet had an opportunity to propose and become an Awarded TIPS Vendor. In this assignment process the publicly procured terms, conditions, and pricing of Assignor’s TIPS Contract shall apply to the Assignee just as they would the Awarded TIPS Vendor.

To ensure that the TIPS Member seeks this specific purchase method intentionally and knowingly, **TIPS requires TIPS Members to acknowledge and certify the following. TIPS Member hereby knowingly acknowledges:**

1. I understand Assignee, identified below, is **not** an Awarded TIPS Vendor. Assignee did not submit a proposal for TIPS evaluation and did not receive TIPS award.
2. I understand Assignee does not have a public TIPS Awarded Vendor profile on TIPS website (www.tips-usa.com).
3. Assignor **is** a TIPS Awarded Vendor and is considering permitting Assignee to make a TIPS Sale under the terms of their solicited, evaluated, and awarded TIPS Contract(s).
4. The TIPS Member shall have no contractual/purchasing relationship with Assignor. The TIPS Member shall have a contractual/purchasing relationship with Assignee only via PO, contract, or similar direct purchase document (Supplemental Agreement). Any specific purchase terms, documents, contracts, and liability shall be controlled by the Supplemental Agreement between TIPS Member and Assignee.
5. I understand that because the laws and policies applicable to my purchases vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS cannot advise whether any cooperative or assignment purchase is viable. Whether to proceed with a TIPS Sale, via assignee, or otherwise, is always the exclusive determination of the TIPS Member, with the Assistance of counsel, if necessary.
6. I understand that by signing this document, I am not required to proceed with a TIPS purchase from Assignee but it allows TIPS to begin facilitating a potential TIPS purchase from Assignee.

This form is required for each separate TIPS purchase from an Assignee, even if you have previously purchased from the same Assignee. **This form is NOT the Assignment of Contract, and you may not proceed with an Assignee purchase until you receive confirmation from TIPS that the TIPS Assignment of Contract is finalized.**

Potential Assignee Entity to be Considered: CITY OF KINGSPORT, TENNESSEE

Potential Assignee Project Description: SECURITY FILM AT CIVIC AUDITORIUM & DBHS SCIENCE & TECHNOLOGY

Estimated Potential Assignee Project Value: \$82,571.68

TIPS Member Entity: _____

TIPS Member Printed Name and Title of Authorized Signatory: _____

TIPS Member Signature: _____ Date: _____

LIMITED ASSIGNMENT OF TIPS AWARDED CONTRACT
TERMS AND CONDITIONS OF LIMITED ASSIGNMENT

The following tri-party limited assignment of contract ("Assignment") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center, a governmental entity, and the Assignor and Assignee identified herein (individually, "Party", and collectively the "Parties") and this Assignment shall exclusively govern the terms of the limited assignment between the Parties. This Assignment is created to transfer to Assignee certain publicly procured contractual rights and obligations afforded to Assignor through its awarded TIPS Contract, identified herein, to permit specific TIPS Sales authorized by the TIPS Specific Project Approval Form and the TIPS Member Acknowledgement.

TIPS Contract(s) Subject to Assignment: (include contract name & number): _____

Trades, Labor, and Materials (Non-JOC) 23010401

Assignor (Awarded TIPS Contract Holder): **The Scarlett Group**

Assignee (Entity Assigned Contract): **Tennessee Window Films**

Assignment Number (Included by TIPS): **23010401-5248**

Effective Date(s) of Assignment: Date of final Party Signature

Termination Date of Assignment (Next Relevant Award Date): **04/30/2026**

Assignment Number (Included by TIPS): **23010401-5248**

TIPS Administration Fee to be Paid to TIPS: **2%**

Payment of TIPS Administration Fee Responsibility: TIPS Vendor Assignor: ☐ or Assignee ☒

Assignor Consideration: **1.5%**

I. Authority. Contracts are a form of intangible property and Texas law permits the assignment of some or all of a party's rights or the delegation of some or all of a party's performance, or both to a third-party. TIPS, as a government entity, publicly procures, evaluates, and awards Vendors ("Awarded TIPS Vendors"). Upon award, Awarded TIPS Vendors enter a contract with TIPS, which controls the legal terms, conditions, limitations, and pricing applicable to TIPS' public entity and non-profit member ("TIPS Member") sales ("TIPS Sales"). The intent of this Assignment is to permit an Awarded TIPS Vendor, Assignor, to delegate and assign limited rights and obligations under its TIPS Contract(s) to Assignee to make TIPS Sales subject to the same legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors' TIPS Sales. ***This Assignment does not qualify Assignee as an individually Awarded TIPS Vendor but does qualify the Assignee to make authorized TIPS Sales under the Assignor's TIPS Vendor Agreement, herein assigned, with written authorization of the TIPS Member.***

II. Prerequisites. No Assignment may be executed without TIPS' confirmation of receipt of the TIPS Member Customer Assignment Acknowledgement Form ("TIPS Member Acknowledgement"). Upon TIPS' confirmation of receipt of the TIPS Member Acknowledgment, prior to the execution of this Assignment, Assignee must provide to TIPS three (3) reference letters which must be: (1) from a customer who has used Assignees services; (2) Signed and on customer letterhead, and; (3) include a date within the 12-months preceding submission to TIPS. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without three (3) customer reference letters meeting these requirements

III. TIPS Member Customer Assignment Acknowledgment Form. No sale by Assignee pursuant to this assignment of contract may proceed until TIPS has received the executed TIPS Member Customer Acknowledgment Form from the intended customer of that specific sale. Any sale made by Assignee pursuant to this Assignment of contract without TIPS' authorization and receipt of the TIPS Member Customer Acknowledgment Form is in violation of this

Item XI1.

Assignment and Assignee shall be considered in breach of this Assignment and shall be solely responsible for all resulting claims and damages.

IV. Limited Assignment. Assignor retains all contractual rights and obligations under the identified contract and may continue operating under its assigned TIPS Contract(s) subject to the terms and conditions therein. However, Assignor is temporarily assigning and delegating, limited, non-exclusive rights under the referenced contract to the Assignee for the purpose of performing and completing the TIPS Sale specified herein. Assignor agrees that, with the agreement of TIPS, Assignor has the right to assign and delegate the TIPS Contract(s) and that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner. Assignor agrees that it will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights. Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, to the Assignee.

V. Liability. The Parties agree that Assignee shall be legally responsible for the TIPS Sale made pursuant to this Assignment. Assignee hereby knowingly, expressly releases TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, contractors, successors, and assigns and agrees that TIPS, the TIPS Member, and Assignor shall have no liability for any claims or any alleged act or omission of Assignee or any third-party arising out of the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment.

VI. Supplemental Purchase Agreements or Contracts for Assignee TIPS Sales. Assignee and TIPS Member Customers typically negotiate and enter a direct or supplemental contract, agreement, purchase order, or other similar purchase document, including its own specific terms such as: shipping, freight, insurance, wages, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, alternative dispute resolution, etc. ("Supplemental Purchase Agreement"), which TIPS encourages and expects. TIPS and Assignor are not a party to any Supplemental Purchase Agreements entered into between TIPS Member Customer and Assignee. Assignee accepts and understands that TIPS is not a legal party to the TIPS Sale and Assignee is responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. When Assignee accepts or fulfills the TIPS Sale, Assignee is representing that Assignee has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. The Supplemental Purchase Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, dispute terms, the support requirements, and all other terms applicable to the specific TIPS Sale between the Assignee and the TIPS Member.

VII. Indemnity. Assignee agrees to indemnify, defend, and hold harmless TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, and contractors, successors, and assigns, from and against any and all claims, losses, damages and/or expenses, including, but not limited to damages, judgments, attorneys' fees, expert witness fees, court costs, consequential damages, and costs of settlement arising out of claims related to the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment. TIPS, the TIPS Member, and the Assignor shall not be liable for any claims arising out of alleged violation of any Supplemental Purchase Agreement between Assignee and TIPS Member Customer, any payment or non-payment for any TIPS sales, any alleged defects of goods or services, or any damages to other property or any personal injury. Payment or non-payment for TIPS purchases between TIPS Member Customers and Assignee and inspections, rejections, or acceptance of such purchases shall be the exclusive obligation of TIPS Member Customers and Assignee, and disputes shall be handled in accordance with the terms of the Supplemental Purchase Agreement entered into between Assignee and TIPS Member Customer. TIPS and Assignor are not dealers, subcontractors, resellers, or otherwise in the chain of sale of Assignee's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Assignee's goods and services, should any arise.

VIII. Assignor Assumption of Risk. The Parties intend that Assignee shall be responsible and liable for its TIPS Sales pursuant to this Assignment. However, Assignor agrees that it is voluntarily assigning and delegating

rights and obligations under its awarded TIPS Contract. In doing so, Assignor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, damages, costs and expenses, and all other liability of any nature whatsoever, arising out of claims related to Assignee's TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment that may be asserted against Assignor whether rightfully brought or otherwise.

- IX. Specific Sale Approval.** No TIPS sale may be made by Assignee until authorized by Assignor and TIPS through execution of the TIPS Specific Project Approval for TIPS Vendor Contract Assignment ("TIPS Specific Project Approval Form"). TIPS shall enter the executed TIPS Specific Project Approval Form in the Assignor's file at the TIPS offices as a record of the permitted transaction under this assignment. All "TIPS Specific Project Approval Forms executed by the Parties under this assignment shall be incorporated into this Assignment by reference as if copied verbatim herein. Any sale made by Assignee pursuant to this Assignment without execution of the TIPS Specific Project Approval Form is in violation of this Assignment.
- X. Exclusivity.** This Assignment is non-exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the approval of TIPS.
- XI. Bonding, Insurance, & Member Terms.** Payment and Performance or other bonding or insurance requirements of the TIPS Member Customer for an Assignment TIPS Sale are the responsibility of the Assignee. TIPS Members may seek to include state, city, or locally required terms and conditions in the Supplemental Agreement. When applicable, performance bonds, payment bonds, insurance, and specific certifications and local wage rates will be required for labor-required jobs. Assignee will meet the TIPS Member Customer's local and state purchasing requirements.
- XII. Specific Sale Survival Clause.** The terms and conditions of this Assignment and the assigned contract(s) identified herein shall apply the TIPS Sale by Assignee, which is properly permitted pursuant to the terms and conditions of this Assignment and shall survive termination of this Assignment or the termination of the Assignor's assigned Contract(s) identified herein until completion of the TIPS sale of goods or services by Assignee.
- XIII. Termination for Convenience.** TIPS reserves the right to immediate termination of this Assignment at will, for cause, no cause, or for convenience, with the issuance of written or electronic notice to the Parties at the email addresses provided in the signature block herein or those otherwise on file for the Parties. This Assignment may be terminated by any Party for cause, no cause or for convenience with ten (10) days written notice to the other Parties. Assignee is not granted rights to assign or delegate and rights or obligations under the assignment to any party or for any purpose.
- XIV. Term of the Agreement & Termination for Failure to Propose.** This Assignment automatically terminates on the termination date published herein, which is the earlier of the published Award Date of the next published TIPS Solicitation which encompasses Assignees offered goods and services, or April 30th following execution of this Agreement. For example, if Assignee is an HVAC repair Vendor, this Assignment terminates when the next HVAC contract's published award date or April 30th after execution of this Agreement. The termination is automatic, and no notice is required. Any Assignee TIPS sale initiated after this automatic termination is in violation of this Assignment. Assignee is hereby notified that this Assignment is intended to be a temporary facilitation of TIPS Sales. It is the contractual duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation(s) which encompasses Assignees offered goods or services to which they must submit a proposal in a best effort to obtain TIPS Awarded Vendor status.
- XV. Payment of the TIPS Administration Fee.** Payment of TIPS Administration Fees, as provided for in the TIPS Contract documents named in Exhibit "A" and identified herein shall be the responsibility of the Party identified in this Assignment. The TIPS Administration Fee is set forth in Exhibit "A" is identified herein. The Party shall pay the designated TIPS Administration Fee to TIPS which is typically a percentage of the total price of the TIPS Sale.

XVI. Separate Assignor Consideration. In consideration thereof, the Assignor acknowledges receipt of the consideration identified herein paid by the Assignee as good and valuable consideration.

XVII. Controlling Terms. Assignee agrees to be bound by all terms and conditions of the named TIPS Contract and shall comply with all applicable federal, state and local law, regulations, and rules. The Assignor's TIPS Contract, the incorporated Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP, herein ("TIPS Solicitation")), and the Assignor's comprehensive response to the TIPS Solicitation, are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor for all TIPS sales made by Assignee pursuant to this Assignment. If all named documents of Exhibit "A" are not properly attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Assignment, Assignor expressly authorizes TIPS to release all portions of Assignor's proposal response and TIPS Contract to Assignee including all pricing and documentation whether or not deemed confidential by Assignor. It is the responsibility of each Party to request, obtain, and read, with the assistance of counsel if necessary, each document making up Assignor's TIPS Contract identified herein. The signature of a Party is express confirmation that the signing Party read, understood, and agreed to the terms of the documents making up Assignor's TIPS Contract, whether or not properly included in Exhibit "A."

XVIII. Reporting TIPS Sales. The TIPS Sales made by Assignee pursuant to this Assignment must be reported to TIPS as required by the assigned contract and as instructed by TIPS. Each payment received by Assignee for the TIPS Sale must be reported to TIPS as required by the assigned TIPS Contract.

XIX. Compliance with the Law. Assignor and Assignee agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Assignment.

XX. Entire Assignment. This Assignment constitutes the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

XXI. Severability. If any term(s) or provision(s) of this Assignment 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 Assignment, and the remainder of the provisions of this Assignment 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 Assignment to be inconsistent with the intent of the Parties hereto.

XXII. Waiver. No waiver of any single breach or multiple breaches of any provision of this Assignment 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.

XXIII. Binding Assignment. This Assignment shall be binding and inure to the benefit of the Parties hereto and their respective heirs, and legal successors.

XXIV. Headings. The paragraph headings contained in this Assignment 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 Assignment.

XXV. Choice of Law and Venue. This Assignment 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 Assignment 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 this Assignment 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.

XXVI.Immunity. The Parties agree 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.


XXVII. Member Customer Authority. Because the laws and policies applicable to a TIPS Member purchase vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS can never advise an Assignor, Assignee, or TIPS Member whether a cooperative or assignment purchase is viable for any specific customer or sale. Whether to proceed with a TIPS Sale, via Assignment of Contract or otherwise, is always the determination of the TIPS Member, with the Assistance of counsel, if necessary. Assignor, Assignee, and TIPS may offer this public procurement option to TIPS Members but shall not proceed without the written authority of the TIPS Member.

XXVIII. Legality of Assignment. The laws and policies applicable to TIPS permit limited assignment of TIPS Contracts by TIPS. It is up to the Assignor and Assignee to determine whether the Assignment of Contract is permissible under the laws and policies of their jurisdiction and those applicable to the TIPS Sale. TIPS shall not be responsible for failure of Assignor and Assignee to confirm whether Assignment of Contract is appropriate under their laws and jurisdiction and those applicable to the TIPS Sale.

XXIX. Relationship of the Parties. Nothing contained in this Assignment shall be construed to make one Party an agent of another Party nor shall any party have any authority to bind another in any respect, unless expressly authorized by the other party in writing. Nothing herein creates a relationship of employment, trust, agency or partnership between them.

The parties hereto, each acting under due and proper authority, have signed this Agreement.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Charlie Martin
 Signature: 
DA0DB903CEA74E5...
 Title: COO
 Address: 4845 US Highway 271 North
 City, State: Pittsburg, TX
 Zip: 75686 Date: 10/22/2025

Name of Assignor Company: The Scarlett Group
 Printed Name of Authorized Signatory: Jason Scarlett or Tom Ferrentino
 Signature: 
00756868446A442...
 Title: President or Business Deve
 Address: 4091 W Rio Vista Ave Ste B2
 City, State: Tampa, FL
 Zip: 33634 Date: 10/22/2025

Item X11.

Primary Contact Name: Tom Ferrentino

Primary Contact Phone: 445.205.0705

Primary Contact Email: tom@thescarlettegroup.com

Name of Assignee Company: Tennessee Window Films

Printed Name of Authorized Signatory: Yvette Moore

Signature:  1126482A044B496...

Title: Owner

Address: 1809 Francis Road

City, State: Knoxville, TN

Zip: 37909 Date: 10/23/2025

Primary Contact Name: Yvette Moore

Primary Contact Phone: 865.237.0525

Primary Contact Email: ymore033@tenneseewindowfilms.com

EXHIBIT "A"

Exhibit "A" includes:

1. Assignor's TIPS Contract, including Vendor's entire proposal, is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Contract: https://www.tips-usa.com/assets/Vendorspdf/23010401_CONTRACT_Trades_The_Scarlette_Group.pdf

TIPS Request for Proposal: [https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20\(RFP\)%20-%20\(Part%201\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20(RFP)%20-%20(Part%201).pdf)

If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A." It is the responsibility of each Party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a Party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of a 2026 Ford F350 Flatbed Pickup Truck for Dobyys-Bennett Fire Management Services Program from Alan Jay Fleet Sales Using Tennessee State Contract 88753

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-310-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Committee

Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:

Approve the Resolution.

Executive Summary:

If approved, the City will purchase a 2026 F350 Super Crew Cab Flatbed Pickup Truck for the Fire Management Services program at Dobyys-Bennett High School in the amount of \$67,735.00 using Tennessee Statewide Contract 88753 (SWC209) with Alan Jay Fleet Sales. The estimated delivery date is 180 days after the purchase order is received. This purchase is an addition to the City's fleet.

The City benefits from using statewide contracts with the confidence that we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be provided by Dobyys-Bennett High School Activities (internal account).

This action was approved by the Board of Education on November 11, 2025.

Attachments:

1. Quote
2. Approval to Add to Fleet
3. Recommendation from Fleet
4. Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2026 FORD F350 CREW CAB FLATBED PICKUP TRUCK FOR USE BY THE DOBYNS-BENNETT HIGH SCHOOL FIRE MANAGEMENT SERVICES PROGRAM FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATEWIDE CONTRACT 88753

WHEREAS, staff recommends the purchase of one 2026 Ford F350 Crew Cab flatbed pickup truck from Alan Jay Fleet Sales using Tennessee Statewide Contract 88753 for Dobyns-Bennett High School's Fire Management Services Program; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, the city can purchase goods and services under existing contracts or price agreements made by the Tennessee Department of General Services Central Procurement Office; and

WHEREAS, the quoted price from Alan Jay Fleet Sales is \$67,735.00; and

WHEREAS, the Board of Education approved this motion on November 11, 2025; and

WHEREAS, this purchase will be funded by the internal funds of Dobyns-Bennett High School Activities department.

Now therefore,

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

SECTION I. That the purchase of one 2026 Ford F350 Crew Cab flatbed pickup truck from Alan Jay Fleet Sales using Tennessee Statewide Contract 88753 for Dobyns-Bennett High School's Fire Management Services Program in the amount of \$67,735.00 is approved and the mayor is authorized to execute a purchase order or any other 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 III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Contract Number: 88753 - SWC209 EVENT # 32110-13710

Quote ID: 67268

Agency: KINGSPORT, CITY OF (TN)

Date: 10/15/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 FORD F-350 SUPER CREW CAB PICKUP 4WD DRW GAS 176" WB XL 8' BED, please review carefully and contact us with any errors or changes.

MSRP: \$60,220.00

Base Price: \$52,785.00

Factory Options: \$1,915.00

Aftermarket Options: \$13,035.00

Purchase Total: \$67,735.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com



GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	67268-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/14/2025

PRICE QUOTE FORM

REVISED QUOTE DATE
10/15/2025

REQUESTING AGENCY	KINGSPORT, CITY OF (TN)			
CONTACT PERSON	STEVE LEONARD		EMAIL	STEVELEONARD@KINGSPORTTN.GOV
PHONE	423-224-2434	MOBILE	423-276-5515	FAX

Contract No. 88753 - SWC209 EVENT # 32110-13710

MODEL	W3D 620A	MSRP	\$60,220.00
2026 FORD F-350 SUPER CREW CAB PICKUP 4WD DRW GAS 176" WB XL 8' BED			

CUSTOMER ID	GOVERNMENT PRICE	\$52,785.00
BED LENGTH	8' Bed	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
17X	FX4 Off-Road Package	\$595.00
18B	Platform Running Boards	\$440.00
52B	Trailer Brake Controller	\$295.00
620A	Order Code 620A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$245.00
67E	250 Amp Alternator (Gas)	\$180.00
TBM	Tires: LT245/75Rx17E BSW A/T (6)	\$160.00
X4L	Limited Slip w/4.30 Axle Ratio	\$0.00

FACTORY OPTIONS \$1,915.00

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
10GAL	PER TENNESSEE STATE CONTRACT, 10 GALLONS OF FUEL TO BE ADDED TO VEHICLE.	\$0.00
K PVMXS-89C	Knapheide 8' DRW flat bed with 40" bulkhead, screened window and ICC bumper req's 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$8,905.00
K CLV-FB	Class V Hitch for Flat Bed	\$1,395.00
CAMERA RR	Remove and re-install factory camera from tailgate.	\$325.00
K BOX30-UB	Underbody 30X18X18 steel tool box, bolted under flat bed.	\$930.00
W TL12-2GL-RW	(2) Whelen T-Series DUAL color ultra thin light mounted in grille (RED/WHITE).	\$440.00
W TL12-2GATE-RW	(2) Whelen T-Series DUAL color ultra thin light surface mounted to tail gate (RED/WHITE).	\$440.00
4KR	(2) Additional keys and remotes, cut and programmed.	\$600.00

AFTERMARKET OPTIONS \$13,035.00

Item X12.

Contract No. 88753 - SWC209 EVENT # 32110-13710

TRADE IN

TOTAL COST

\$67,735.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$67,735.00

Estimated Annual payments for 60 months paid in advance: \$15,573.68

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER Matt.Forte@AlanJay.com

"I Want to be *Your Fleet Provider*"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

Item X12.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44F
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	99A	Engine Type	Regular Unleaded V-8
Displacement	6.8 L/415	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	405 @ 5000	SAE Net Torque @ RPM	445 @ 4000
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	750	Cold Cranking Amps @ 0° F (2nd)	750
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

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Data Version: 26720. Data Updated: Oct 13, 2025 6:44:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	7306 lbs	Gross Axle Wt Rating - Front	5200 lbs
Gross Axle Wt Rating - Rear	9900 lbs	Curb Weight - Front	4063 lbs
Curb Weight - Rear	3243 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1137.00 lbs
Reserve Axle Capacity - Rear	6657.00 lbs	As Spec'd Curb Weight	7306.00 lbs
As Spec'd Payload	6694.00 lbs	Maximum Payload Capacity	6694.00 lbs
Gross Combined Wt Rating	25400 lbs	Gross Axle Weight Rating	15100.00 lbs
Curb Weight	7306.00 lbs	Reserve Axle Capacity	7794.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	17700 lbs	Wt Distributing Hitch - Max Tongue Wt.	1770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	17400 lbs	Fifth Wheel Hitch - Max Tongue Wt.	4350 lbs
Maximum Trailering Capacity	17700 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Chassis

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	5200 lbs	Spring Capacity - Rear	9900 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	10400 lbs
Axle Ratio (:1) - Front	4.30	Axle Ratio (:1) - Rear	4.30
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TBM	Rear Tire Order Code	TBM
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	Full-Size
Front Tire Capacity	6390 lbs	Rear Tire Capacity	11640 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 6.5 in	Rear Wheel Size	17 X 6.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	48 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	65.9 in
Second Hip Room	64.7 in		

Exterior Dimensions

Wheelbase	176 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	266.2 in
Width, Max w/o mirrors	96 in	Height, Overall	81 in
Overhang, Front	38.2 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	56.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	36.9 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.8 in	Ground Clearance, Rear	7.8 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions


Cargo Box Length @ Floor	98.1 in	Cargo Box Width @ Top, Rear	66.9 in
Cargo Box Width @ Floor	66.9 in	Cargo Box Width @ Wheelhousings	50.5 in
Cargo Box (Area) Height	21.1 in	Tailgate Width	60.5 in

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Data Version: 26720. Data Updated: Oct 13, 2025 6:44:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box

( Complete)

Dimensions

Cargo Area Dimensions			
Cargo Volume	78.5 ft³	Ext'd Cab Cargo Volume	N/A



Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' BoxMSRP:\$55,680.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W3D	[Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box	\$55,680.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
17X	FX4 Off-Road Package	\$600.00
18B	Platform Running Boards	\$445.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

620A	Order Code 620A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$250.00
67E	250 Amp Alternator (Gas)	\$185.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T (6)	\$165.00
X4L	Limited Slip w/4.30 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$57,625.00
Adjustments Total		\$0.00
Destination Charge		\$2,595.00
TOTAL PRICE		\$60,220.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Data Version: 26720. Data Updated: Oct 13, 2025 6:44:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Standard Equipment

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
Limited Slip w/4.30 Axle Ratio (STD)
50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
6649# Maximum Payload
GVWR: 14,000 lb Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
48 Gal. Fuel Tank
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
Tires: LT245/75Rx17E BSW A/S (6) -inc: Spare may not be the same as road tire (STD)
Regular Box Style

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Exterior

- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Cab Clearance Lights
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
- Fixed Antenna
- 6 Speakers
- SYNC 4 -inc: 8" center display, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- Wireless Phone Connectivity
- 2 LCD Monitors In The Front

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows
- Front Cupholder
- Rear Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Full Vinyl/Rubber Floor Covering
- Cab Mounted Cargo Lights
- Smart Device Remote Engine Start
- Smart Device Integration

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Interior

- Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/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
- Instrument Panel Covered Bin and Dashboard Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Front Center Armrest w/Storage
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos Capability
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 DRW (W3D) XL 4WD Crew Cab 8' Box (Complete)

Safety-Interior

- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Memo

To: Chris McCartt
From: Bryan Kerns
cc: Steve Leonard
Date: October 17, 2025
Re: Dobyons-Bennett High School Fire Program Truck

Mr. McCartt,

I am happy to report that, after several years of grant applications and industry partner requests, I have secured funding to purchase a truck for the Dobyons-Bennett Fire Program. This will be an addition to the City of Kingsport/Kingsport City Schools fleet. This unit (2026 Ford F-350, Crew Cab, 4WD, Flat Bed) will serve the D-B Fire Program as a daily training apparatus and will also increase the capacity of the D-B Prescribed Burn Team, including the Fire Management Plan for Bays Mountain Park.

Thank you for your consideration of this unique and exciting project. Please let me know if you have any further questions or concerns about adding this vehicle to the fleet.

Approve:  _____

Decline: _____



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Sandra Sloan, Assistant Procurement Manager for Schools
From: Steve Leonard, Fleet Manager
Date: October 22, 2025
Re: Fleet Purchase Recommendation

It is the recommendation of this office to purchase a 2026 Ford F-350 4WD Crew Ca with Flat Bed in the amount of \$67,735.00. The unit bid meets the expectations of the Schools Fire Program and will fulfill the requirements of their operational needs. This unit will be purchased utilizing State Contract # 32110-13710. A copy of the State Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2026 Ford F-350 4WD Crew Cab with Flat Bed	Alan Jay Fleet Sales	N/A City/N/A Hwy

The unit will be a Fleet Replacement

The unit listed below will be replaced and disposed of utilizing the current approved City process.

The State offering was reviewed by Bryan Kerns and he is in agreement with this recommendation.

Fuel Economy Improvement

Fuel economy will be compatible with the current unit we have.

State Contract 32110-13710

Replacements

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

Thank you.



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

Statewide Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Contract Number: 000000000000000000084697

Title: SWC209 Vehicles

Start Date : October 16, 2024 End Date: December 31, 2025

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
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 5

Item ID: 1000187744
Sedans, Nissan, Generic SWC209 Asset
Unit of Measure: EA

Line 6

Item ID: 1000187746
Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 7

Item ID: 1000187747
Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 8

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

Line 9

Item ID: 1000187724

Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

Line 10

Item ID: 1000187750

Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

Line 11

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset

Unit of Measure: EA

Line 12

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Line 13

Item ID: 1000187740

Sedans, Toyota Generic SWC209 Asset

Unit of Measure: EA

Line 14

Item ID: 1000187742

Sport Utility Vehicles Toyota(SUVs), Generic SWC209 Asset

Unit of Measure: EA

Line 15

Item ID: 1000187743

Light Trucks Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA

Line 16

Item ID: 1000187741

Minivan and Full-size Vans Toyota(Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA

APPROVED: _____

CHIEF PROCUREMENT OFFICER

Michael F. Perry

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN
CPO, ou=Department of General
Services, email=Mike.Perry@tn.gov, c=US
Date: 2024.12.12 08:25:06 -06'00'

BY: _____

PURCHASING AGENT

Mike Neely

Digitally signed by Mike Neely
Date: 2024.12.11 07:28:31
-06'00'

DATE _____

SWC# 209 – 2025 Vehicles
Contract Information and Usage Instructions

Contract Period: Total Number of Years: 1 Years

Start Date: October 10, 2024
End Date: December 31, 2025

Summary/Background Information: SWC 209 was created to provide state agencies, local governments, and private non-profit institutions of higher education, and eligible non-profit agencies for the purchase and delivery of new vehicles. **The contracts below cover multiple dealers/manufacturers and each contract awarded covers delivery within the state of TN. Please choose the lowest priced vendor first and if that dealer is unable to complete the transaction in the time needed, then move on to the next lowest priced vendor.**

State Contact Information

Contract Administrator:

Michael Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.T.Neely@tn.gov

Vendor Contact Information:

Company Name

**TT of Columbia (d.b.a Chrysler, Dodge, and Jeep,
Ram of Columbia) (All Regions)**

Edison Contract Number
Vendor Contact Information

(2025 Models) 84817
Russell Moles
(865)285-0348
rmoles@cdjrcolumbia.com
106 S. James Campbell Blvd., Columbia, TN 38401

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models

Company Name

Edison Contract Number
Vendor Contact Information

Wilson County Motor Co. (All Regions)

(2025 Models)84707
Danielle Rodriguez, Fleet Manager
(615) 444-9642
danielle@wilsoncountyauto.com
903 South Hartmann Drive, Lebanon, TN 37090

Chevrolet, Buick, Hyundai, GMC- Please refer to price sheet for available models

Company Name

Edison Contract Number
Vendor Contact Information

Alan Jay Automotive Management Inc. (All Regions)

(2025 Models), 84697
Matt Forte
(863) 402-4216
matt.forte@alanjay.com

Chevy, Nissan, Toyota, GMC - Please refer to price sheet for available models

Company Name

Edison Contract Number
Vendor Contact Information

Ford of Murfreesboro (All Regions)

(2025 models)84713
Mr. Keith McCullough
(615) 542-1843 (cell)
(615) 893-4121 ext. 1390 (office)
kmccullough@fordofmurfreesboro.com

Jason McCullough
(615) 785-9141 (cell)
(615) 893-4121 ext. 1312 (Office)
jmccullough@fordofmurfreesboro.com
1550 NW Broad Street, Murfreesboro, TN 37129

Ford- Please reference price sheet for available models.

Company Name

Edison Contract Number

Lonnie Cobb, LLC (All Regions)

(2025 Ford) 84711

Vendor Contact Information

Steven Blackstock, Fleet Manager
(731) 989-2121
Lcag.fleet@gmail.com
1618 U.S. Hwy 45 North, Henderson, TN 38340

Ford- Please reference price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Helms Motors (All Regions)

(2025 models) 84866 CDJR
Clint Allen
(731)968-2012
clintallen@helmsmotor.com
694 East Church St, Lexington TN 38351

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Cumberland International (All Regions)

84747
Erick Creasey
(615) 767-8681
ecreasey@cltte.com
1901 Lebanon Pike, Nashville, TN 37210

International- Please reference price sheets for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Blue Sky DBA Carville CDJR (All Regions)

84865
Craig Batton
(615)243-1528
Cbaton05@gmail.com
300 Bachman Dr, Greenville TN 37745

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Ted Russell Ford (All Regions)

84719
Joe Chamblee
(865)693-7611
jchamblee@tedrussell.com
KNOXVILLE, TN

Company Name

Edison Contract Number
Vendor Contact Information

Roberts Toyota (All Regions)

85427
Jon Vestrheim
(954)709-5157
Jonv@robertstoyota.com
1207 Nashville Hwy, Columbia, TN 38401

Ford- Please reference price sheet for available models.

Usage Instructions:

All documents needed to purchase a vehicle off the contract can be found on the Statewide Contract 209: Vehicles web page, located here: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-/swc-209-vehicles.html>

- Delivery times will vary, but the dealer will give an estimated date
- Please contact the selected dealer for an exact quote.
- **The option clause can be used for both factory and aftermarket equipment installed at the time of purchase. It can also be used to delete or add any factory installed equipment.**
- **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.

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments. Specify delivery location to the dealership when ordering; delivery times will vary.

Specifications
for
Statewide Fleet Vehicle Purchases for
SWC209 - Vehicles
RFI 32110-13390
State of Tennessee
Department of General Services
Central Procurement Office

Section One: General Solicitation Instructions

1.1 Purpose

The State of Tennessee (the “State”) is seeking to award one or more contracts (“Contract”) for fleet vehicles to vehicle dealers responding (“Contractors”) to this Invitation to Bid (“ITB”). Each Contract awarded pursuant to this ITB shall be for the benefit of all State agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation that 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 Service to provide services to the public (Tenn. Code Ann. § 33-2-1001) (each of which is, individually, an “Authorized User” as the context requires). State agency Authorized Users will be required to use the Contract awarded pursuant to this ITB while this Contract will be voluntary for other Authorized Users. Contractors awarded a Contract pursuant to this ITB shall furnish the specified vehicles to all Authorized Users at the same price and under the same terms and conditions.

The State invites all dealerships, in association with their manufacturer, to extend their most favorable fleet pricing to the State and any other Authorized User. The State will only consider for Contract award those bids from **Contractors with five (5) or more years’ experience in government fleet purchases**. Contractors must have the ability to perform service and maintenance on every vehicle for each group for which they are responding. The State will award up to three separate contracts to the lowest responsive and responsible **contractors** per manufacturer to this ITB.

1.2 Key Outcomes

By awarding one or more Contracts pursuant to this ITB, the State seeks to accomplish the following:

1. To establish a comprehensive, cost effective program for the acquisition of fleet vehicles;
2. To establish a broad network of dealerships, representing a broad spectrum of vehicle manufacturers, able to meet State needs for fleet vehicles, and;
3. To simplify pricing and Contract terms to drive cost savings for fleet vehicle acquisition.

1.3 Scope

This ITB covers all 2025 manufacturer model year or current production vehicles including alternative fuel vehicles currently under production or that will be placed into production by manufacturers under each manufacturer’s fleet program. All dealerships associated with these manufacturers are invited to respond to this ITB.

Vehicles covered by this ITB, and any resulting Contract, shall include compact, midsize, and full size sedans, police interceptor/pursuit and SSV vehicles, Class 1 through Class 5 trucks (light and medium-duty trucks), vans up to 1 ton, SUV’s, and other models normally sold by each Contractor. This ITB includes Hybrids, Electrics, Flex Fuel Vehicles (FFV), Diesels, Compressed Natural Gas vehicles (CNG) and other Alternative Fuel Vehicles (AFV). This ITB does not include buses or class 6,7, or 8 trucks. This ITB and any subsequent Contract awarded pursuant to this ITB are for vehicle purchases only. Leasing of vehicles is outside the scope of this ITB.

1.4 Contract Award

The State will award up to three separate contracts to the lowest responsive and responsible contractors per manufacturer to this ITB. (See Special Terms and Conditions, 2.1. Multiple Awards- Per Manufacturer). No Luxury or Sport Vehicles or Features will be considered or permitted. Examples of vehicles that the State considers to be luxury or sport vehicles include:

1. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Porsche, Rolls-Royce, Tesla and Volvo; and
2. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

1.5Current Environment

The following are estimates for spend and numbers of vehicles purchased by State agency Authorized Users. These estimates are based on previous demand by State agency Authorized Users and should not be considered by Contractors as a commitment by the State to purchase any specific quantity of vehicles. All quantities are estimates only and the State shall not be obligated to purchase a minimum quantity of vehicles. Towards that end, the purchase of minimum quantities of vehicles by the State is specifically disclaimed.

Overview of Vehicle Quantities Purchased for Fiscal Year 23:

		Estimates
State Agency	DESCRIPTION	Quantity
Tennessee Department of Transportation		
	Sedan, Midsize, Generic Asset	0
	SUV, Generic Asset	20
	Truck, 1 Ton, Generic Asset	76
	Truck, 3/4 Ton, Generic Asset	7
	Truck, ½ Ton, Generic Asset	20
	Truck, Class 5, Generic Asset	23
	Van, Generic Asset	0
Tennessee Department of Transportation		196
Vehicle and Asset Management (VAM)		
	Police Pursuit, Generic Asset, Sedan	45
	Police Pursuit, Generic Asset, PUI	194
	Police, Generic Asset, SSV	9
	Sedan, Midsize, Generic Asset	46
	SUV, Full Size	19
	SUV Midsize	181
	Truck, 1 Ton, Generic Asset	34
	Truck, 1/2 Ton, Generic Asset	170
	Truck, 3/4 Ton, Generic Asset	47
	Truck, Class 5, Generic Asset	0
	Truck, Class 6, Generic Asset	0
	Van, Generic Asset	6
	Minivan	131
	Compact Truck	47
Vehicle and Asset Management Total		923

Section Two: Specifications

2.1 General Requirements

2.1.1 Dealer Account Manager

Each Contractor awarded a Contract shall be responsible for identifying a single point of contact at the dealership who will be the Dealer Account Manager for the Contract. The Dealer Account Manager will be, as necessary, responsible for:

- A. Receiving electronic transmittal of vehicle specifications;
- B. Assisting Authorized Users with ordering of vehicles;
- C. Assisting Authorized Users with the Contract; and
- D. Coordinating with the State Contract Manager.

Contractors awarded a Contract shall provide the State secondary contact information at their dealership to act as a backup, should the Dealer Account Manager be unavailable for any reason. Contractors shall provide this information as part of their bid, and shall keep the State Contract Manager updated as to any changes to these contacts.

Notwithstanding anything above to the contrary, the Contractor awarded a Contract shall remain responsible to ensure that its Dealer Account Manager is performing in compliance with the terms and conditions of the awarded Contract.

2.1.2 Manufacturer's Order Deadlines

All Contractors awarded a Contract shall provide the State Contract Manager, in writing, with manufacturer's order deadline ("Order Deadline"), beyond which a specific vehicle may not be built to order. The Order Deadline provided by a Contractor awarded a Contract shall be by vehicle series number, and must be received by the State in writing a minimum of thirty

(30) days prior to the Order Deadline going into effect.

After the model year Order Deadline, in stock vehicles, if available, may be ordered through the Contract. The State or an Authorized User should contact the Contractors awarded a Contract for availability and delivery of in stock vehicles for orders placed after the Order Deadline.

2.1.3 Federal and State Standards

Each Contractor submitting a bid to this ITB certifies that they are in full and complete compliance with all federal and State laws applicable to the type and class of vehicles being requested by the State or an Authorized User. This includes, but is not limited to, Federal Motor Equipment Safety standards, Occupational Safety and Health Administration, or Environmental Protection Agency standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals regarding the vehicles, shall immediately become a part of any Contract awarded pursuant to this ITB. At all times during the term of any Contract awarded pursuant to this ITB, the awarded Contractor must meet or exceed any applicable federal or State laws.

2.1.4 Vehicle Warranty

The standard manufacturer warranty shall apply to all vehicles ordered by the State or an Authorized User. Any Contractor awarded a Contract shall contemporaneously provide to the State or an Authorized User a properly executed warranty with each vehicle delivered by the Contractor that is awarded a Contract. The warranty shall not become effective until the Contractor awarded a Contract has provided all required documentation, the vehicle is delivered in accordance with the State's or the Authorized User's instructions, and the vehicle is inspected and accepted by the State or the Authorized Entity in accordance with the Contract.

2.1.5 Recall Notices

Each Contractor awarded a Contract shall notify the State by first class mail within sixty (60) days of being notified of a recall decision by the National Highway Traffic Safety Administration ("NHTSA"). Contractors awarded a Contract shall offer the same remedy provided by the manufacturer, which is available to all other purchasers of the manufacturer, to the State or any other Authorized User of the Contract.

NHTSA monitors each safety recall to make sure owners receive safe, free, and effective remedies from manufacturers according to the Safety Act and federal regulations.

Each Contractor awarded a Contract, upon notification of a recall, shall work with the State or an Authorized User to develop a remediation plan and proceed to correct all vehicle defects identified by the recall notice within a commercially reasonable time.

2.2 Vehicle Ordering

Each Contractor awarded a Contract agrees to place orders received, from the State or any Authorized User of the Contract, with their respective manufacturer within **seven (7) calendar days** after receipt of a purchase order, as validated by the State or the Authorized User that placed the order under the Contract, unless the Contractor awarded a Contract has the exact vehicle meeting the purchase order specifications in its possession. Only vehicles manufactured in compliance with the State's or an Authorized User's requirements, specifications, terms, or conditions shall be eligible for delivery. If optional equipment is requested by the State or an Authorized User, it will be quoted by the dealer, and may be purchased from or installed by another source if the cost is inconsistent with the current market.

2.2.1 Electronic Transmittal of Order

The State or the Authorized Users shall electronically transmit a purchase order through a website or email address provided by the dealer.

The purchase order shall include the following information:

- A. Purchase Order with Detailed Vehicle Specifications (including optional equipment);
- B. Vehicle Exterior Color;
- C. Vehicle Interior Color;
- D. Vehicle Delivery Requirements/Schedule;
- E. Vehicle Delivery Location.

2.2.2 Electronic Transmittal of Acknowledgement of Receipt of Order

The Contractor awarded a Contract shall electronically transmit an acknowledgement of the order to the State or an ordering Authorized User within **two (2) business days** following receipt of the order.

The acknowledgement of the order shall include the following information:

- A. Acknowledgement Receipt of Ordered Model;
- B. Detailed vehicle specifications;
- C. Estimated delivery date of vehicle; and;
- D. Contractor's one (1) year fixed price, as awarded pursuant to this ITB (Attachment A – Sample Pricing Sheet).

2.3 Vehicle Delivery

2.3.1 FOB Destination

All deliveries of vehicles purchased under the Contract awarded to a Contractor shall be FOB Destination. Delivery destination will be at the discretion of the State or an ordering Authorized User. Contractors awarded a Contract agree

that delivery shall be free of charge to the delivery destination.

Vehicle and Asset Management and Tennessee Highway Patrol Vehicles: Prior to delivery, the Contractors awarded a Contract will email the front of the Manufacturer’s Statement of Origin (MSO), a copy of the Authorized User’s Purchase Order and the vehicle key code to Aaron.Simmons@tn.gov when vehicles are ready for delivery. Vehicles will be delivered to the addresses set forth below:

Vehicle & Asset Management
6500 Centennial Blvd.
Nashville, TN 37243

Tennessee Highway Patrol
225 Ezell Pike
Nashville, TN 37217

VAM will send (via certified mail) the vehicle tag to the Contractor awarded a Contract to be installed on all vehicles prior to delivery.

Tennessee Department of Transportation: The vehicles ordered by TDOT will be delivered to the regional location specified by the purchase order. TDOT will not require the Contractor awarded a Contract to install vehicle tags.

2.3.2 Mileage, Odometer Reading

The maximum mileage allowable for any vehicle to be considered acceptable at the point of delivery is no more than five hundred (500) miles (“Maximum Mileage”). All Contractors awarded a Contract shall only deliver vehicles that do not exceed the Maximum Mileage. Vehicles exceeding the Maximum Mileage may be deemed to be unacceptable in the State’s or an Authorized User’s sole and absolute discretion.

2.3.3 Pre-Delivery Inspection

Prior to delivery of any vehicle, the dealer should make arrangements with the State or an ordering Authorized User for the purpose of scheduling delivery and conducting an inspection of delivered vehicles. The State or an ordering Authorized User reserve the right to inspect each delivered vehicle to establish conformity to specifications prior to acceptance. All delivered vehicles shall be ready for immediate operation. All Contractors awarded a Contract shall perform all pre-delivery servicing and adjustments, which includes, without limitation, all manufacturers’ recommendations, and the following:

- A. Complete vehicle winterization;
- B. Complete lubrication of operating chassis, engine, and mechanisms with manufacturer’s recommended grades of lubricants;
- C. All fluid level checks to ensure that the vehicle meets proper manufacturer’s specifications;
- D. Adjustments to each vehicle’s engine/motor/drive to ensure operating conditions consistent with manufacturer specifications;
- E. Checking to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- F. Charging battery and inspecting electrical, braking, and suspension systems;
- G. Inflating tires, including spare, to optimal pressure;
- H. Filling gas tanks with gas or alternative fuel to ½ Tank (by Fuel Gauge);
- I. Ensuring that vehicles are thoroughly cleaned and detailed inside and out prior to delivery. All upholstery and floor protection shall be removed. Manufacturer’s floor mats are to be placed, window decals removed, and all adhesives cleaned from the vehicle. The vehicle must be delivered free of any decal or other attached item identifying the dealer. The vehicle is expected to be completely cleaned and operational at the time of delivery;
- J. Correcting all factory defects prior to delivery, and;
- K. Providing two (2) pre-tested keys marked with the VIN number. The vehicle key code must be provided, attached to the keys.

2.3.4 Documentation Requirements

The following document package shall be delivered with each vehicle:

- A. Dealer's completed Pre-Delivery Inspection Document;
- B. Operators (owners) Manual;
- C. Manufacturer's Warranty Information;
- D. Dealer Acknowledgement of Receipt of Order;
- E. Authorized User's Purchase Order;
- F. Vehicle Window Sticker;
- G. Original Odometer Statement;
- H. Manufacturer's Statement of Origin (MSO).

2.3.5 Final Inspection, Delivery, and Acceptance of Vehicle

Transportation and delivery of the vehicle to the State or an Authorized User does not constitute acceptance for the purpose of payment.

The State or an ordering Authorized User shall have three (3) business days from delivery to thoroughly inspect each delivered vehicle and notify the Contractor awarded a Contract in writing that the vehicle meets specifications and is accepted, or it does not meet specifications or the vehicle is otherwise defective and is not accepted. The Contractor awarded a Contract shall have the vehicle transported for any required service or adjustments within two (2) business days following notification by the State or an Authorized User that the delivered vehicle is not accepted. The State or an Authorized User reserves the right, in its sole and absolute discretion, to withhold acceptance of any delivered vehicle until such time as the vehicle meets all specifications, service, or adjustments made to the vehicle to the State's or an Authorized User's satisfaction. The costs of any transportation and delivery required as part of the initial delivery or any re-deliveries are the responsibility of the Contractor awarded the Contract.

2.4 Vehicle Pricing

2.4.1 Vehicle Government Fleet Price (See Attachment A, Sample Pricing Sheets)

Vehicle pricing paid by the State or an Authorized Users under the Contract shall be the State Government Fleet Price, which is fixed for one (1) year. The dealer invoice will show the State's Government Fleet 1 Year Fixed Price, plus any optional equipment. For pricing for manufacturers that a specific bid sheet is not listed in the attachments, please use the attachment A general bid sheet and fill in the manufacturer and fleet models offered as needed.



Invitation to Bid (ITB)
For SWC209 Vehicles
Event # 13390

1. Section 1 -- Background Information

- 1.1. This contract is to provide vehicles for Transportation and Vehicle Asset Management as needed. All items must meet the specifications as listed in the solicitation bid sheet. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty five million (\$35,000,000) ("Estimated Liability").

- 1.2. **Statewide Contract.** The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.

- 1.3. **Pre-response Conference Notification.** The Central Procurement Office will hold a pre-response conference for this solicitation at the date, time, and location specified below:

Date/Time: July 26, 2024, 10:00AM

Location: Teams Call

Room: https://teams.microsoft.com/join/19%3ameeting_ZjEzZDMzMdAtOWJjMi00MTNhLTlYjQtYTlwMzRIODg1NTM5%40thread.v2/0?context=%7b%22Tid%22%3a%22f345bebf-0d71-4337-9281-24b941616c36%22%2c%22Oid%22%3a%22de6e4c54-f562-4165-841c-e3b33c72af40%22%7d

- 1.4.

Prospective respondents are encouraged to attend this pre-response conference; however attendance is not mandatory in order to submit a response. The Central Procurement Office conducts pre-response conferences to discuss and answer questions prior to response due date. The pre-response conference is for informational purposes only. Nothing stated at the pre-response conference shall change the solicitation unless the change is reflected in writing and disseminated to all prospective respondents that attended the pre-response conference.

- 1.5. **Accommodation for People with Disabilities.** Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Solicitation Coordinator to discuss any

auxiliary aids or services needed. Such contact should be made no less than three (3) business days prior to the public meeting to allow time for the Solicitation Coordinator to provide needed aids or services.

- 1.6. **Questions and Comments.** Each prospective Respondent must carefully review this ITB, including but not limited to, attachments, terms and conditions, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments"). Protests based on any objection to the ITB shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

Any prospective Respondent having questions and comments concerning this ITB must provide them in writing to the Solicitation Coordinator. All questions must be submitted no later than 4:00PM on August 1, 2024.

- 1.7. **Responses Due.** The response must be received by the State on or before the date and hour designated for the response opening. Responses that are submitted untimely shall be rejected.

2. **Award Criteria**

- 2.1 **Multiple Awards-Per Manufacturer.** Multiple Awards –Per Manufacturer. The State will award up to three separate contracts to the lowest responsive and responsible Dealers per Manufacturer.

The evaluation will be based upon the dealer's one (1) Year Fixed Fleet Price per Manufacturer on Attachment A – General Pricing Sheet.

3. **Standard Terms of the Solicitation**

- 3.1. **Respondent Registration.** Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

https://hub.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

- 3.2. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required pursuant to the terms and conditions of this ITB.

- 3.3. **Quality of Workmanship and Materials.** Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.

- 3.4. **Performance.** The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services

are subject to inspection and evaluation by the State.

- 3.5. **Clarifications.** The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.
- 3.6. **Negotiations.** The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.
- 3.7. **Response Cancellation and Rejection.** The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.

- 3.8. **Communications and Contacts.** Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
6157415971
michael.t.neely@tn.gov
615-741-5971

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:

Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities and small businesses as well as general, public information relating to this ITB (visit <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--godbe-general-contacts.html> for contact information); and

The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and associated federal regulations:

Helen Crowley
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102
615-741-1035
Helen.Crowley@tn.gov

- 3.9. **Responses Submitted by Mail.** If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.

- 3.10. **Models Included in Response.** All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.
- 3.11. **Respondent Certification.** By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.

- 3.12. **Exceptions or New Terms or Conditions.** Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.
- 3.13. **Conflict of Interest.** The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this ITB:
- a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.14. **Specifications Govern.** Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.
- 3.15. **Firm Offer.** The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.
- 3.16. **F.O.B. Destination.** Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.
- 3.17. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.
- 3.18. **Prompt Pay Discount.** Any prompt pay discounts offered by respondents shall be extended to all authorized users of the contract.
- 3.19. **Fixed Discount or Surcharge.** The percent discount or surcharge per line item must be fixed for the contract's term.
- 3.20. **On-site Inspection.** All respondents should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual

circumstances. No allowances will be made by the State for errors in quotations due to any respondent not visiting the site prior to submitting their response. Respondents shall be responsible for their own measurements.

- 3.21. **Used Equipment**. When this ITB authorizes offers of used items, no used item is acceptable if serial numbers or any other manufacturer's identifying label or markings have been removed, obliterated, or changed in any way.
- 3.22. **Tennessee Contractor License**. Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, *et seq.* in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.
- 3.23. **Energy Star Products**. Any goods ordered by the State must be Energy Star certified and meet applicable Energy Star specifications for energy efficiency.
- 3.24. **Department of Revenue Registration**. Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/> /#1
- 3.25. **Prohibition of Illegal Immigrants**. Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to the State.
- 3.26. **Inspection of Procurement File**. All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.
- 3.27. **Protest by Respondent**. Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: <https://www.tn.gov/generalservices/procurement.html>. If a written protest and a protest bond are not received by the end of the seven-day

period to protest then the Solicitation Coordinator will proceed with the contract award.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation:

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

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

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

Service-Disabled Veteran Business Enterprise (SDVBE)

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

Small Business Enterprise (SBE)

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

Disabled Business Enterprise (DSBE)

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

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions:

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/?TN=tn> and clicking the "Search Registered Directory" button.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:	Event Number:	
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE		
Certifying Agency:		

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

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

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____

Date: _____

Printed Name and Title of Signatory _____



Statewide Contract # SWC209 Vehicles

4. SCOPE:

- 4.1. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

4.2. Warranty Clauses:

- 4.2.1. **Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- 4.2.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

- 4.3. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

5. TERM OF CONTRACT:

- 5.1. **Term of Contract.** This Contract shall be effective on September 15, 2024 ("Effective Date") and extend for a period of Sixteen (16) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- 5.2. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

6. PAYMENT TERMS AND CONDITIONS:

- 6.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be Thirty-Five Million (\$35,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- 6.2. **Compensation Firm.** The prices identified in this Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- 6.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 6.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

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

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

b) Contractor's invoices shall:

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

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

6.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

6.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.

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

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

- a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

7. **MANDATORY TERMS AND CONDITIONS:**

7.1. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

7.2. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

7.3. **Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within Two Hundred Ten (210) days after receipt of a purchase order. All quotations shall be F.O.B. destination.

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

7.5. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage

prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

Contractor
Contractor's Contact Name & Title
Address
Email Address
Telephone Number

State of Tennessee:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
6157415971
michael.t.neely@tn.gov

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

- 7.6. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.
- 7.7. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- 7.8. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

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

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

7.11. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

7.12. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

7.13. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
2. Layoff or termination;

3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

7.14. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html>, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to

provide services under the Contract.

- 7.15. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 7.16. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 7.17. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- 7.18. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- 7.19. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.
- 7.20. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- 7.21. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated

Liability. This limitation of liability is cumulative and not per incident.

- 7.22. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

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

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

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

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

1. Edison contract number
 2. Contract line item number
 3. Invoice date
 4. Invoice number
 5. Supplier part number
 6. Item or bundle description
 7. Quantity purchased
 8. Unit of measure
 9. Unit of measure description
 10. Name of State Agency, Other Governmental Body or not-for-profit entity
 11. Identity of purchaser: State entity or non-State entity
 12. State Agency location
 13. Unit/Contract price per line item
 14. List price as listed in supplier's catalog if catalog item
 15. Subtotals for each category above
 16. Grand totals for each category above
- b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.
- c) Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

7.25. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or

damages paid by the State because of the violation.

- 7.26. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 7.27. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- 7.28. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 7.29. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the

default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- 7.30. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- 7.31. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.
- 7.32. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- 7.33. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- 7.34. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- 7.35. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a) any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b) this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c) any clarifications of or addenda to the Contractor's response seeking this Contract;
 - d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;
 - e) any technical specifications provided to respondents during the procurement process to award this Contract; and,
 - f) the Contractor's response seeking this Contract.
- 7.36. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- 7.37. **Boycott of Israel.** The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- 7.38. **Prohibited Contract Terms.** The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

7.39. Insurance Requirements:

- 7.39.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification

number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.39.2. **Workers' Compensation and Employer Liability Insurance.**

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 1. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- b) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 1. The Contractor employees fewer than five (5) employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.39.3. **Commercial General Liability Insurance.**

- a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

7.39.4. **Automobile Liability Insurance.** The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

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

tax.

- 7.41. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- 8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- 8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;
- 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 Services or the Department of Intellectual and Developmental Disabilities 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.

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

- 8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - 2. Any pricing related to the new lines, items, or options;
 - 3. The expected effective date for the availability of the new lines, items, or options; and
 - 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- 8.6. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual,

general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- 8.7. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.
- 8.8. **Installation of Optional Equipment OEM**
The State reserves the right to request quotes from the Contractor for installation of any optional OEM equipment ("Optional Equipment") that is not available as a line item on this Contract.

OPTIONAL AFTERMARKET EQUIPMENT

The State also reserves the right to receive quotes from third party providers of Optional Aftermarket Equipment in the market place and to award the purchase of and installation of the Optional Aftermarket Equipment to the Contractor or third party whose quote is the lowest and best meets the needs of the State, which shall be determined in the State's sole and absolute discretion. If the State determines that the Contractor with the lowest quote does not meet the needs of the State, then justification for choosing another quote must be submitted with the quote that is chosen. The Contractor shall then install the Optional Aftermarket Equipment requested by the State and include the approved cost of the Optional Aftermarket Equipment, including the costs of installation, in the Contractor's vehicle invoice to the State as a separate item. Should the State elect to have any Optional Aftermarket Equipment installed by a third party, the Contractor agrees to cooperate with any third party chosen by the State to install any Optional Aftermarket Equipment. The State also reserves the right to utilize one or more of its statewide contracts as a source for the installation of any Optional Aftermarket Equipment.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Landstar LLC Related to the Airport Parkway Residential Development

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-317-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Garret Burton

Presentation By: Ryan McReynolds

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will enter into a Materials Agreement with Landstar LLC related to the Airport Parkway Residential Development in the amount of \$371,076.39.

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developer's use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to this policy, Landstar LLC has requested that the proposed Airport Parkway Residential Subdivision, be allowed to participate in the Materials Agreement Program. The total amount of the agreement is proposed at \$371,076.39 for a new development with One Hundred and Twelve (112) lots.

To date, including this development, the program has supported 1837 new/proposed lots within the City of Kingsport.

Attachments:

1. Resolution
2. Agreement
3. Cost Table
4. Location Maps
5. Development Chart

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LAND STAR LLC RELATED TO THE AIRPORT PARKWAY RESIDENTIAL DEVELOPMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Land Star, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for the Airport Parkway Residential Development , a 112 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$371,076.39;

Now, therefore,

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

SECTION I. 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, a Materials Agreement with Land Star, LLC to provide certain water and sewer materials by the city for the Airport Parkway Residential Development, in the amount of \$371,076.39, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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 is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 5th day of November, 2025, by and between Land Star LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Airport Parkway Residential Development, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 5166 LFT of Waterline and 5122 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$371,076.39. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.


Developer

Paul Montgomery, Mayor

Attest:

Approved as to form:

Angela Marshall, Deputy City Recorder

Rodney B. Rowlett, III, City Attorney

Materials Agreement

Project: Airport Parkway
 Date: November 4, 2025
 Developer: Landstar LLC

File No.: 2024-D23

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6"x 18' D.I. Pipe	287.00	jt	\$459.00	\$131,733.00
42120	4' bury hydrant	9.00	ea	\$2,707.73	\$24,369.57
42325	MJ Gate valve 6"	9.00	ea	\$949.00	\$8,541.00
42845	MJ Anchor coupling 6 x 18	9.00	ea	\$191.04	\$1,719.36
43032	6x6x6 Anchor Tee	9.00	ea	\$228.33	\$2,054.97
42325	6" Gate Valve	24.00	ea	\$949.00	\$22,776.00
42014	6x6x6 MJ Tee	3.00	ea	\$198.42	\$595.26
42550	6" 45 Bend	5.00	ea	\$112.33	\$561.65
42555	6" 22 -1/2 Bend	16.00	ea	\$101.95	\$1,631.20
42545	6" 11-1/4 Bend	5.00	ea	\$106.84	\$534.20
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$194,516.21
Sales Tax:	451-0000-207-0201			9.50%	\$18,479.04
Project #	WA2553			Water Total:	\$212,995.25
	Expense To:				
Water Acct. #	451-0000-605-9003				



Item XI3.

Materials Agreement

Project: Airport Parkway
 Date: November 4, 2025
 Developer: Landstar LLC

File No.: 2024-D23

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	PIPE PVC 8" X 14' SDR-35	240.00	JT	\$115.53	\$27,727.20
45057	TEE WYE SDR-35 8" X 6"	75.00	EA	\$65.08	\$4,881.00
N/S	TEE WYE SDR-35 10" X 6"	37.00	EA	\$269.62	\$9,975.94
45004	PIPE PVC 10" X 14' SDR-35	120.00	JT	\$179.77	\$21,572.40
N/S	PIPE HDPE 8"	82.00	FT	\$10.00	\$820.00
34	MANHOLE COVERS JBS 1268	34.00	EA	\$436.70	\$14,847.80
	MANHOLE TOTAL ESTIMATE	1.00	EA	\$64,542.00	\$64,542.00
Building Code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$144,366.34
Sales Tax:	452-0000-207-0201			9.50%	\$13,714.80
Project #	SW2553			Sewer Total:	\$158,081.14
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	<u>\$371,076.39</u>





Project Location Map
Airport Parkway
Residential Development
City Of Kingsport

Legend

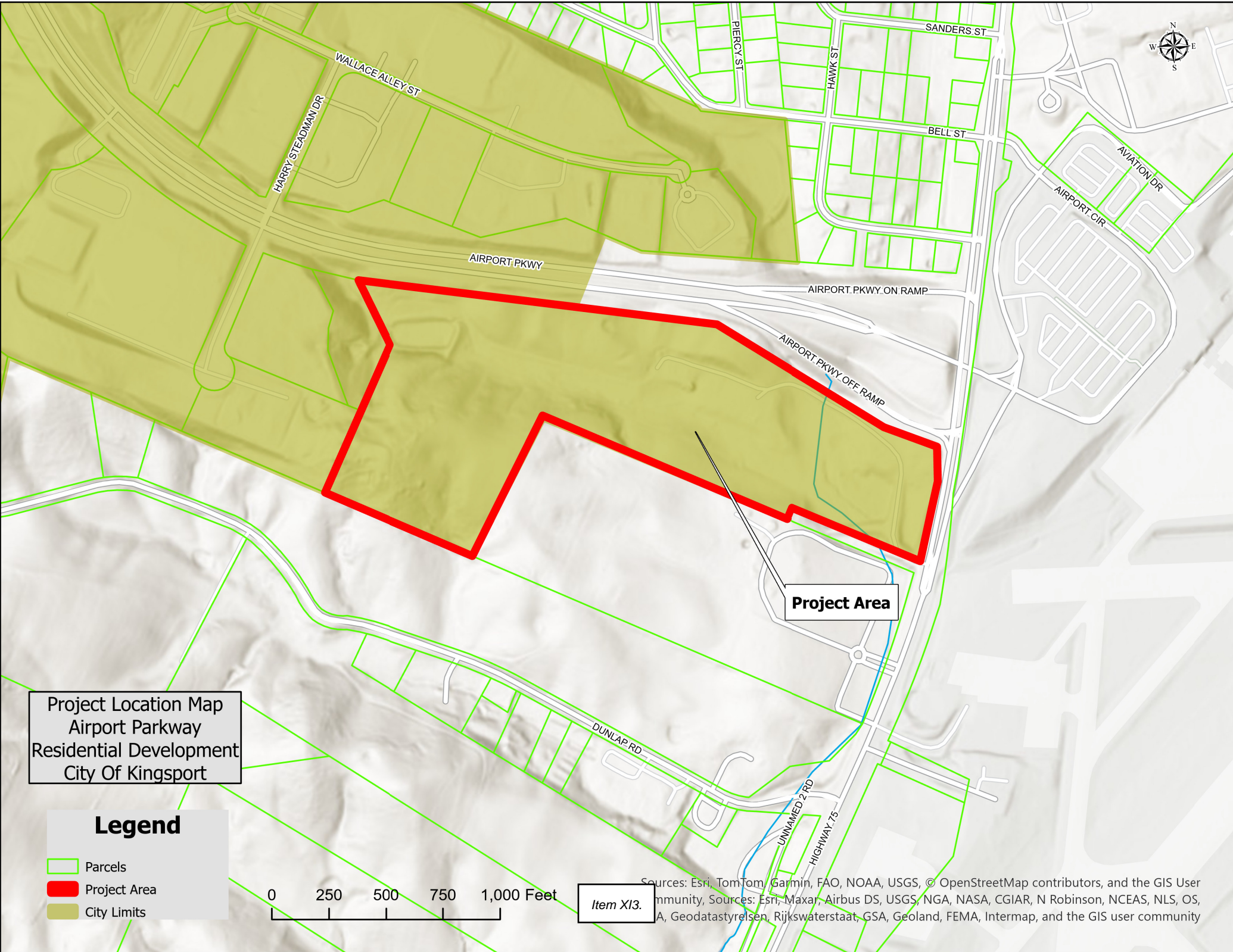
-  Parcels
-  Project Area
-  City Limits

0 250 500 750 1,000 Feet

Item XI3.

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, A, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Project Area



File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	\$ 42,867.62	2/19/2007	\$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	\$ 45,344.29	3/20/2007	\$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	\$ 25,205.92	4/17/2007	\$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	\$ 5,140.09	6/19/2007	\$ 4,636.74	Closed
2006-D19	Harold Slemple & Jack McMurray	Villas at Andover - Polo Fields	104	\$ 76,522.72	8/7/2007	\$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	\$ 18,822.89	11/6/2007	\$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	\$ 92,202.29	4/15/2008	\$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	\$ 47,605.13	4/15/2008	\$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	\$ 18,375.20	4/15/2008	\$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	\$ 118,027.86	5/6/2008	\$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	\$ 72,552.51	7/15/2008	\$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$ 39,418.91	7/15/2008	\$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point	0	\$ 3,816.08	8/5/2008	\$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	\$ 8,757.81	8/19/2008	\$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	\$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	\$ 30,628.25	10/7/2008	\$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	\$ 32,767.17	2/3/2009	\$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	\$ 97,091.46	9/1/2009	\$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	\$ 2,852.48	2/2/2010	\$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$ 34,049.03	3/16/2010	\$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	\$ 11,976.02	11/16/2010	\$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	\$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	\$ 4,100.78	9/20/2011	\$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	\$ 2,145.88	9/20/2011	\$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	\$ 9,472.85	10/18/2011	\$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	\$ 20,128.29	4/3/2012	\$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	\$ 25,177.34	10/2/2012	\$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	\$ 19,382.60	5/7/2013	\$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	\$ 65,033.97	7/24/2013	\$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	\$ 79,327.82	12/3/2013	\$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	\$ 51,965.42	10/7/2014	\$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	\$ 27,552.51	6/2/2015	\$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	\$ 5,917.93	5/5/2016	\$ 5,386.74	Closed
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	\$ 36,694.42	11/15/2016	\$ 33,722.81	Closed

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	\$ 38,265.22	3/1/2017	\$ 34,953.21	Closed
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	\$ 26,250.40	6/19/2018	\$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	\$ 12,752.16	7/23/2019	\$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	\$ 38,378.10	10/15/2019	\$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	\$ 81,823.42	1/19/2020	\$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	\$ 23,332.69	1/21/2020	\$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	\$ 28,924.56	5/5/2020	\$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	\$ 16,261.96	9/22/2020	\$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	\$ 33,454.08	3/2/2021	\$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	\$ 42,710.15	7/6/2021	\$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	\$ 39,320.60	8/10/2021	\$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	\$ 39,751.16	8/10/2021	\$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	\$ 15,844.63	8/22/2021	\$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	\$ 49,433.21	9/17/2021	\$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	\$ 88,826.99	11/2/2021	\$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	\$ 41,526.07	10/22/2021	\$ 37,898.13	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	\$ 37,073.45	10/22/2021	\$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	\$ 110,747.35	12/21/2021	\$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 2 (formerly Phase 3)	40	\$ 58,858.82	1/18/2022	\$ 52,384.53	Closed
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	\$ 153,830.48	4/19/2022	\$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	\$ 41,312.60	2/3/2023	\$ 37,848.08	Closed
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	\$ 47,936.03	9/13/2023	\$ 43,787.28	Closed
2023-D23	Landstar, LLC	Riverbend Townhomes	45	\$ 48,558.97	3/4/2024	\$ 44,402.14	Closed
2023-D28	JTB Construction	Lebanon Meadows	14	\$ 45,899.72	3/25/2024	\$ 41,854.88	Closed
2024-D4	Brickyard TN, LLC	Brickyard Village Phase 1	32	\$ 118,338.91	9/5/2024	\$ 108,330.93	Closed
2024-D16	Integrity Building Group, LLC	Fieldcrest Phase 1	70	\$ 217,288.70	12/11/2024	\$ 198,627.03	Closed
2025-D5	Landstar, LLC	Riverbend Townhomes (The Arbor) Ph. 2	47	\$ 74,697.83	6/4/2025		Open
2025-D30	Integrity Building Group, LLC	Fieldcrest Phase 2	41	\$ 127,541.14	9/2/2025		Open
2024-D23	Landstar, LLC	Airport Parkway Residential Subdivision	112	\$ 371,076.39	11/6/2025		Open

TOTAL

1,837 \$ 3,240,939.33

\$ 2,432,490.63

FW: Water and Sewer Project Numbers

From Housewright, Vicki <VickiHousewright@KingsportTN.gov>

Date Fri 5/23/2025 7:37 AM

To Burton, Garret <GarretBurton@KingsportTN.gov>

WA2552 & SW2552 FOR RIVERBEND PH 2
WA2553 & SW2553 FOR AIRPORT PARKWAY

From: Presnell, Jackie <JackiePresnell@KingsportTN.gov>

Sent: Friday, May 23, 2025 3:08 AM

To: Housewright, Vicki <VickiHousewright@KingsportTN.gov>

Cc: Burton, Garret <GarretBurton@KingsportTN.gov>

Subject: RE: Water and Sewer Project Numbers

WA2552 & SW2552 FOR RIVERBEND PH 2
WA2553 & SW2553 FOR AIRPORT PARKWAY

Thanks,

Jackie Presnell

Senior Accountant

City of Kingsport

P: 423-229-9375

F: 423-224-2566

jackiepresnell@kingsporttn.gov



415 Broad Street

Kingsport, TN 37660

www.kingsporttn.gov

From: Housewright, Vicki <VickiHousewright@KingsportTN.gov>

Sent: Thursday, May 22, 2025 3:44 PM

To: Presnell, Jackie <JackiePresnell@KingsportTN.gov>

Subject: FW: Water and Sewer Project Numbers

Jackie,

Can you get me the project #'s for below?

Thank you,
Vicki

From: Burton, Garret <GarretBurton@KingsportTN.gov>
Sent: Thursday, May 22, 2025 3:40 PM
To: Housewright, Vicki <VickiHousewright@KingsportTN.gov>
Subject: Water and Sewer Project Numbers

Vicki,

Can you get water and sewer project numbers from Jackie for Riverbend Ph. 2 and Airport Parkway Subdivision materials agreements?

Thank you,

Garret Burton

Civil Engineer

City of Kingsport

P: 423-343-9859

C: 423-480-4866

GarretBurton@kingsporttn.gov



130 Shelby Street

Kingsport, TN 37660

www.kingsporttn.gov



AGENDA ACTION FORM

Consideration of a Resolution to Award the Bays Mountain Otter Habitat Project to BurWil Construction Company

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-322-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Approve the Resolution

Executive Summary:

If approved the Bays Mountain Otter Habitat Project will be awarded to BurWil Construction Company in the amount of \$2,400,000 with a rock allowance of \$150 per cubic yard.

The Otters have been a major attraction for families at Bays Mountain Park (BMP) since 1987. The park had Otters from 1987 until Otto passed away in 2019. Due to the habitat not meeting modern standards, as outlined by the Association of Zoos and Aquariums, BMP has been without Otters as we have worked on plans for a new habitat.

The project is funded through a lead donation of \$500,000 from the Eastman Chemical Company in 2020 as a Centennial gift to the City. Staff worked to leverage Eastman's and other generous sponsors & donors contributions for additional dollars through a \$2.9m Local Parks and Recreation Fund Grant which was awarded in August of 2024.

The total cost of the project is \$2,616,000. The estimated time of completion will be determined at the pre-construction meeting.

There will be future budgetary requests, post construction, to fund the operations of the otter habitat. Staff estimate to meet regulatory and AZA requirements and standards of care annual operating costs will be approximately \$105,000 including the addition of an Animal Caretaker. This cost is inclusive of all anticipated expenses (veterinarian care, dietary requirements, labor, electricity, etc.).

Additional information regarding the project is provided in the supplementary information narrative.

Funding is available in GP2305.

Attachments:

1. Resolution
2. Bid Recommendation
3. Bid Tabulation
4. Supplementary Information Narrative
5. Supplementary Information Exhibits

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE BAYS MOUNTAIN OTTER HABITAT PROJECT TO BURWILL 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

WHEREAS, bids were opened October 29, 2025, for the Bays Mountain Otter Habitat Project; and

WHEREAS, upon review of the bids, the board finds BurWill Construction Company 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 to the city, and the City of Kingsport desires to enter into a contract for construction of a new otter habitat from BurWill Construction Company at an estimated construction cost of \$2,400,000.00, plus an allowance for rock in the amount of \$150.00 per cubic yard; and

WHEREAS, funding is identified in the Local Parks and Recreation Fund Grant which was awarded in August of 2024;

Now therefore,

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

SECTION I. That the bid for the Bays Mountain Otter Habitat Project, at an estimated cost of \$2,400,000.00, plus an allowance for rock in the amount of \$150.00 per cubic yard, is awarded to BurWill Construction Company, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 public.

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

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

November 6, 2025

Michael Borders
City of Kingsport
415 Broad Street
Kingsport, TN 37660

Re: Bays Mountain Otter Habitat

Mr. Borders,

I have reviewed the Bid of BurWil Construction Company and their reputation. BurWil Construction Company bid for the base bid for the City in the amount of \$2,400,000 (two million four hundred thousand dollars and zero cents) which is within budget and the lowest bid. The rock allowance is \$150.00 per cu. yd. if rock is encountered.

They have stated they can start the work within 20 days and complete the work in 548 days for the entire project scope.

I recommend that the City accept the BurWil Construction Company Inc bid and enter into a contract for the work.

Sincerely,
KATTIE J. CASEBOLT, ARCHITECT

ACCEPTANCE:

Kattie J. Casebolt 11-06-2025
Kattie J. Casebolt, AIA, NCARB Date
Collective Architecture Company – President

BID OPENING
MINUTES
October 29, 2025
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Asst. Procurement Manager; Megan Krager, BMP Park Manager; Tyler Wicks, Parks and Recreation Director; Miranda Wanninger, BMP Park Ranger; David Harris, Civil Engineer; Michael Borders, Asst. City Manager; Kattie Casebolt, Collective Architecture; Joe Riggs, Holston Engineering; Derwin Cartmel, Holston Engineering

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

The Procurement Manager opened with the following bids:

Otter Habitat @ Bays Mountain Park			
Vendor:	Lump Sum:	Rock Allowance:	Comments:
J.E. Green Company	\$2,949,000.00	\$295.00 per cu yd	
Mavin Construction LLC	\$2,700,000.00	\$350.00 per cu yd	
Burwill Construction Company, Inc.	\$2,400,000.00*	\$150.00 per cu yd	*Discrepancy in number and wording. Confirmation of amount noted on bid minutes.
Casey Construction, Inc.	\$3,335,411.00	\$300.00 per cu yd	
GRC Construction Services, Inc.	\$2,797,000.00	\$320.00 per cu yd	

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



AF-322-2025 Supplementary Information Narrative

Starting in May of 2023 the BMP Commission began formulating the Park Improvement Plan (PIP). A premier Otter habitat is a focal point of the PIP and a priority of the Commission. The Commission and staff visited numerous Otter Habitats including the Baltimore Zoo at Maryland, the Smithsonian National Zoo, Knoxville Zoo, Grandfather Mountain, and Western North Carolina Nature Center among others. From the visits the commission and staff determined the two key priorities of the project are underwater viewing and multiple viewing angles. The habitat can accommodate up to 3 Otters.

The Otter habitat has been designed to have a 4' underwater viewing area at the deep pool. The design also has Otter viewing from the shallow pool as well as the balcony of the Nature Center, seamlessly blending the animal habitats with the Nature Center. The underwater viewing, the life-support system necessary for clear underwater viewing, the multiple viewing angles, and proximity to the Nature Center will make the Otter habitat the premier habitat at BMP.

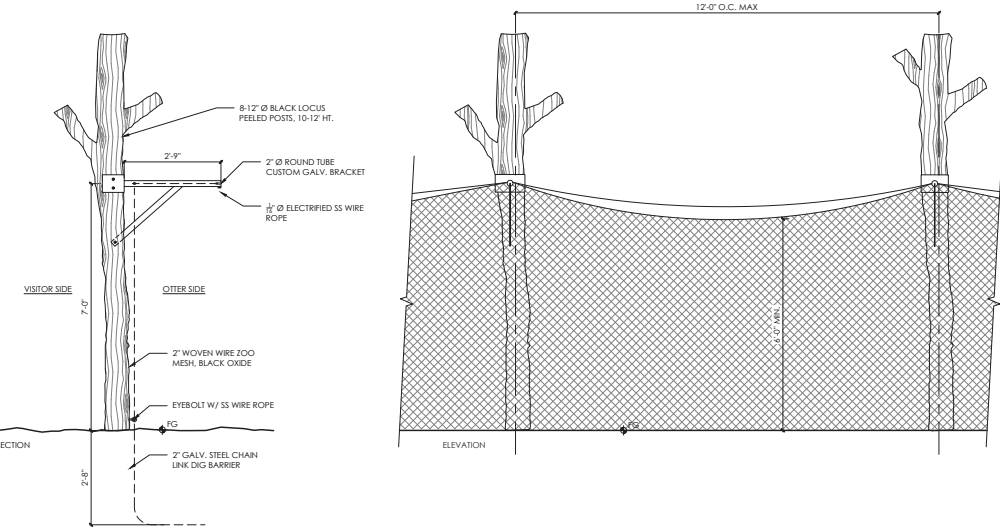
The project was originally let to bid in August 2025. The solicitation was ultimately cancelled due to lack of interest, specifically with competing interest from the Town Acres Elementary bid which opened in early September. Staff worked diligently with contractors on bid timing and contractor availability. The project was rebid and opened on October 29th with five responsive bidders with BurWil Construction Company being the lowest responsible bidder.

The total cost of the project is \$2,616,000 (\$2,400,000 BurWil Contract, \$144,000 contingency, and \$72,000 for engineering. Public Art funding will be evaluated as other LPRF projects are awarded) plus rock allowance of \$150/cu. yard. The estimated completion time will be determined at the pre-construction meeting.

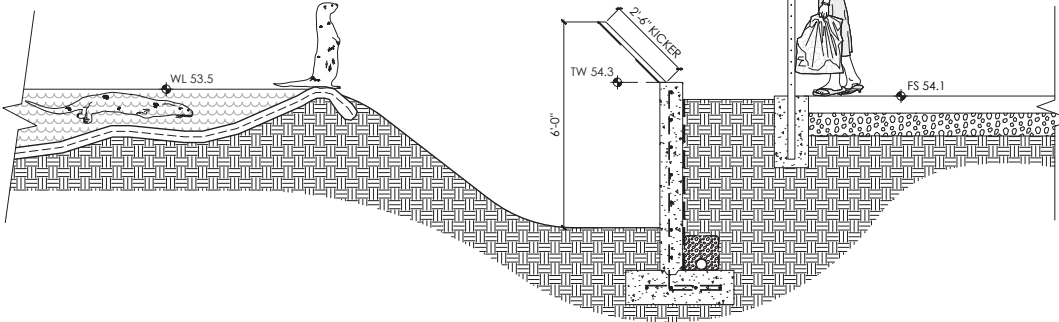
The base bid is within 10% of the original estimate, which has aged and is not inclusive of electrical work related to the relocation of a transformer.

Preliminary Component Plan
Otter Habitat, Pool, & Stream

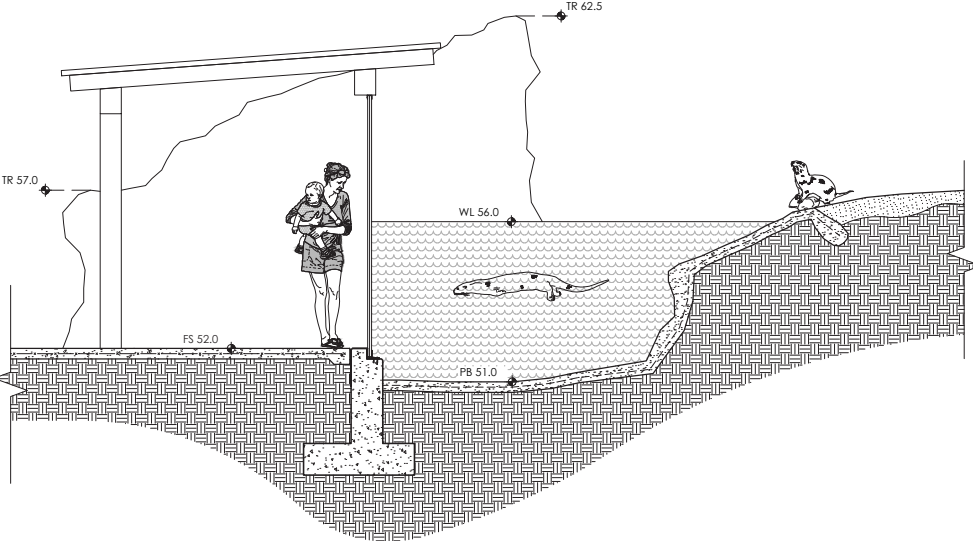
OTTER FENCE - 6' HT MIN.



KICKER ATOP MOAT WALL - 6' HT

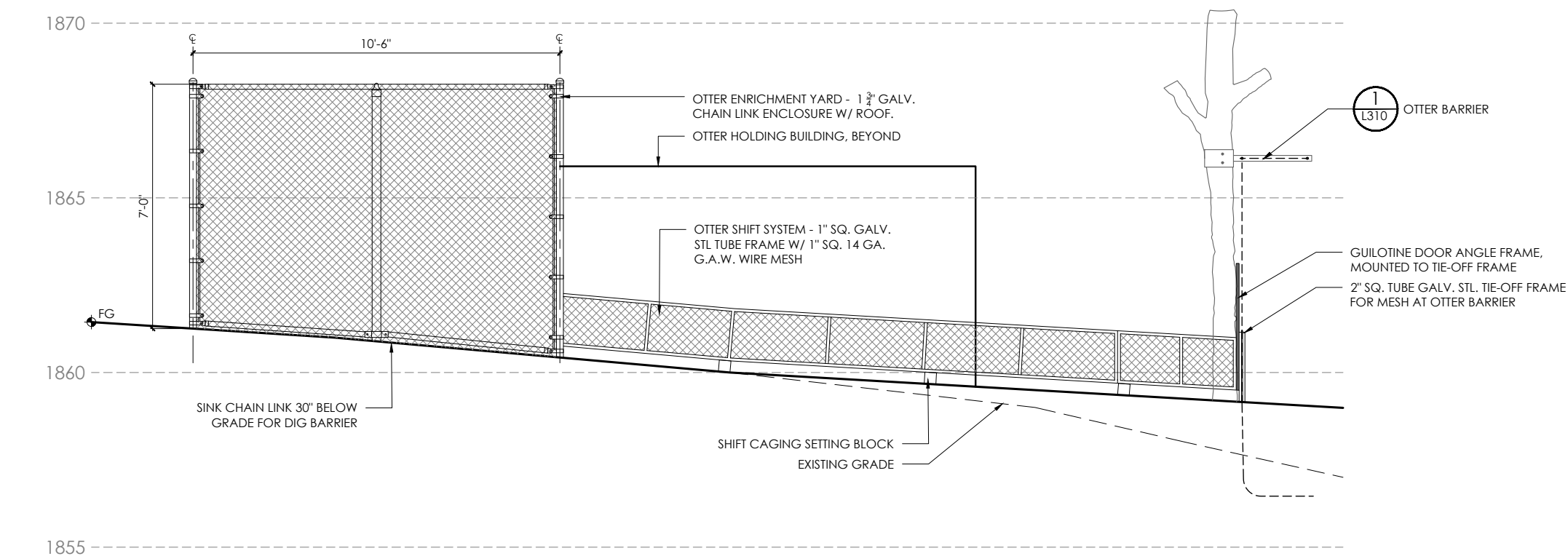


UNDERWATER GLASS VIEW - 4' FROM WL
CONCRETE ROCKWORK 6' FROM GRADE, 4' AT WL

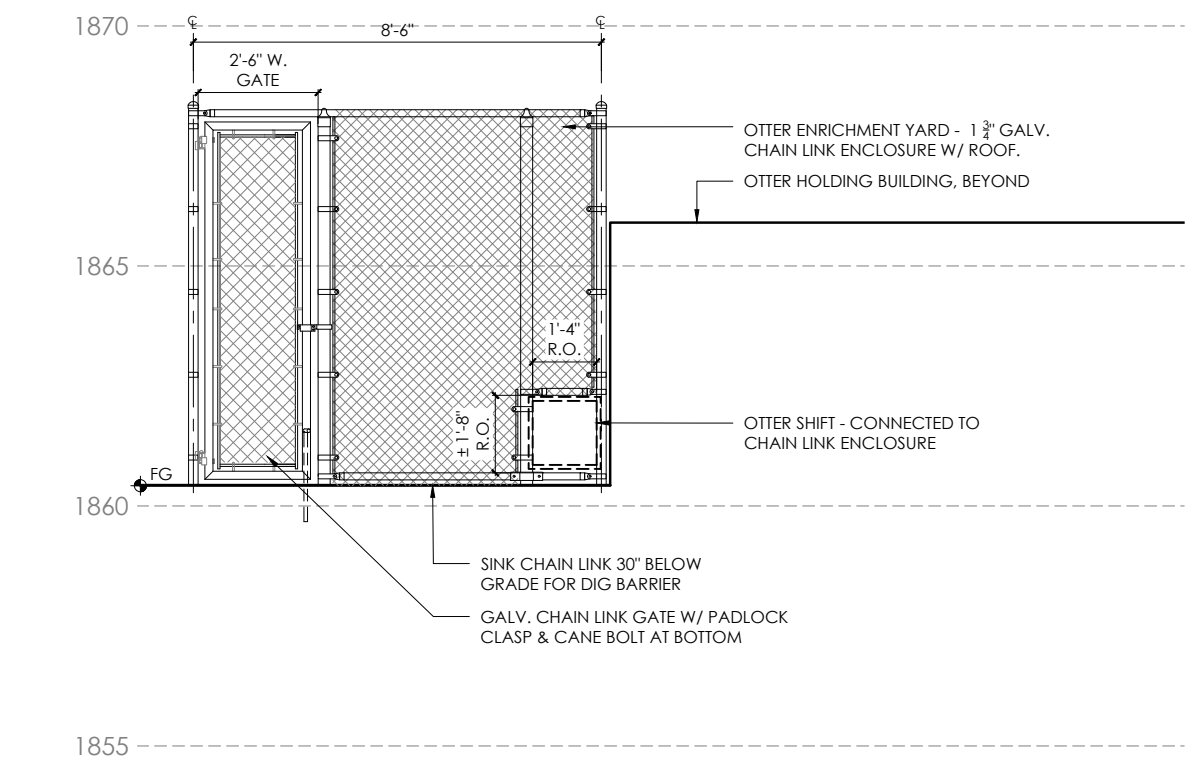


Preliminary Component Plan

Chainlink Enclosure



1 ENRICHMENT YARD & OTTER SHIFT
SCALE: 1/2" = 1'-0"



2 ENRICHMENT YARD - ELEVATION (SIDE)
SCALE: 1/2" = 1'-0"

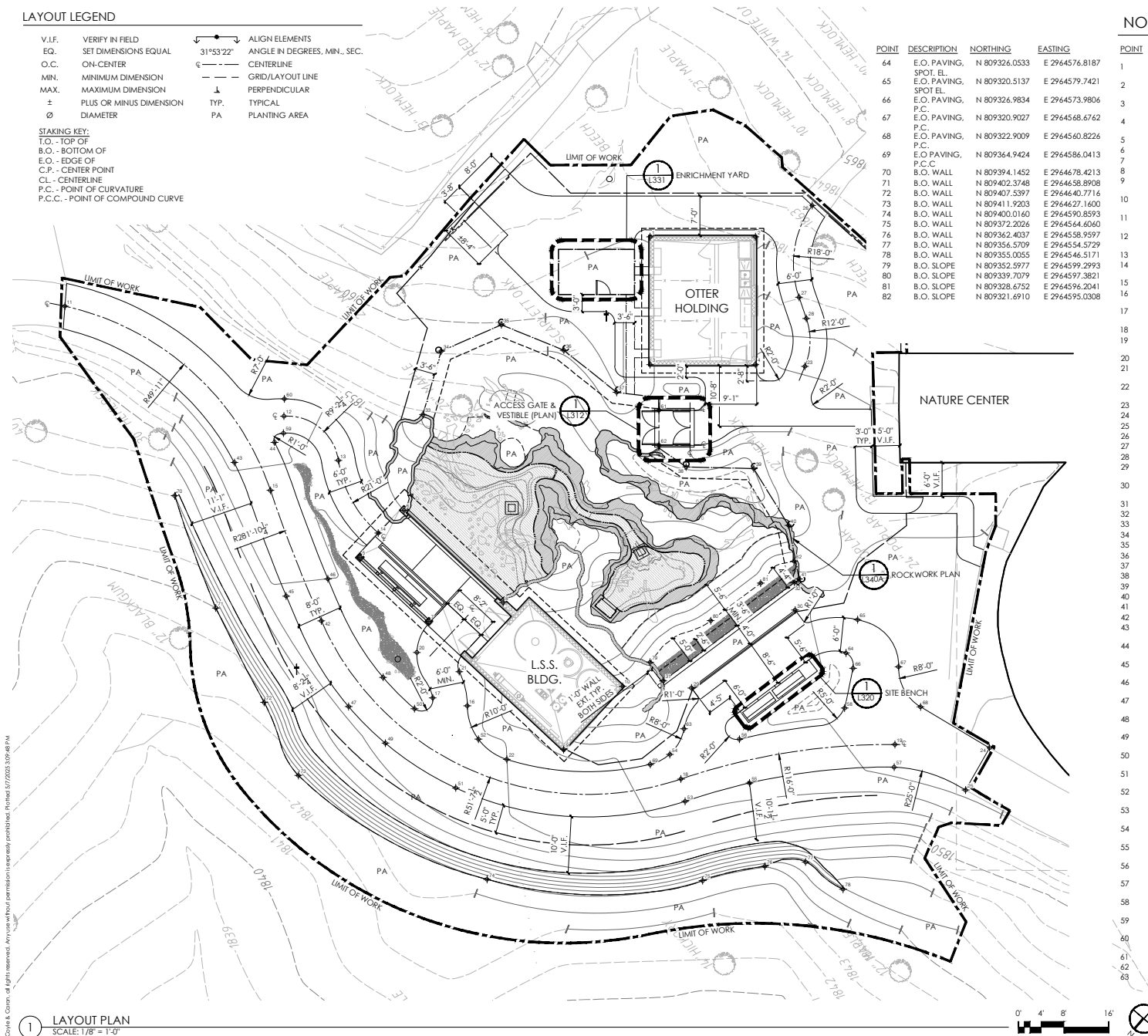


Reference Image

LAYOUT LEGEND

V.I.F.	VERIFY IN FIELD	ALIGN ELEMENTS
EQ.	SET DIMENSIONS EQUAL	ANGLE IN DEGREES, MIN., SEC.
O.C.	ON-CENTER	CENTERLINE
MIN.	MINIMUM DIMENSION	GRID/LAYOUT LINE
MAX.	MAXIMUM DIMENSION	PERPENDICULAR
±	PLUS OR MINUS DIMENSION	TYPICAL
Ø	DIAMETER	PLANTING AREA

STAKING KEY:
 T.O. - TOP OF
 B.O. - BOTTOM OF
 E.O. - EDGE OF
 C.P. - CENTER POINT
 CL. - CENTERLINE
 P.C. - POINT OF CURVATURE
 P.C.C. - POINT OF COMPOUND CURVE



NORTHING/EASTING SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
64	E.O. PAVING, SPOT EL.	N 809326.0533	E 2964576.8187
65	E.O. PAVING, SPOT EL.	N 809280.5137	E 2964579.7421
66	E.O. PAVING, P.C.	N 809326.9834	E 2964573.9806
67	E.O. PAVING, P.C.	N 809320.9027	E 2964568.6762
68	E.O. PAVING, P.C.	N 809322.9009	E 2964560.8226
69	E.O. PAVING, P.C.C.	N 809364.9424	E 2964586.0413
70	B.O. WALL	N 809394.1452	E 2964678.4213
71	B.O. WALL	N 809402.3748	E 2964658.8908
72	B.O. WALL	N 809407.5397	E 2964640.7716
73	B.O. WALL	N 809411.9203	E 2964627.1600
74	B.O. WALL	N 809400.0160	E 2964590.8593
75	B.O. WALL	N 809372.2026	E 2964564.6060
76	B.O. WALL	N 809362.4037	E 2964558.9597
77	B.O. WALL	N 809356.5709	E 2964554.5729
78	B.O. WALL	N 809355.0055	E 2964546.5171
79	B.O. SLOPE	N 809352.5977	E 2964599.2993
80	B.O. SLOPE	N 809339.7079	E 2964597.3821
81	B.O. SLOPE	N 809328.6752	E 2964596.2041
82	B.O. SLOPE	N 809321.6910	E 2964595.0308
1	BLDG. CORNER	N 809301.1295	E 2964654.5325
2	BLDG. CORNER	N 809287.4746	E 2964641.8050
3	BLDG. CORNER	N 809316.5842	E 2964637.9515
4	BLDG. CORNER	N 809302.9293	E 2964625.2241
5	COL. CENTER	N 809377.5142	E 2964648.0005
6	COL. CENTER	N 809368.1254	E 2964648.7980
7	COL. CENTER	N 809376.3500	E 2964631.3746
8	COL. CENTER	N 809364.4489	E 2964624.8566
9	BLDG. CORNER	N 809374.3773	E 2964598.4319
10	CORNER	N 809359.0814	E 2964599.5030
11	E.O. PAVING, PATH CL.	N 809385.4641	E 2964716.3174
12	SPOT EL.	N 809370.3337	E 2964675.5289
13	P.C.	N 809368.6172	E 2964663.2132
14	PATH CL. E.O. SLAB	N 809372.2346	E 2964648.9550
15	P.C.	N 809381.0675	E 2964667.5371
16	E.O. PAVING, P.C.	N 809381.5815	E 2964615.7652
17	E.O. PAVING, P.C.C.	N 809385.1023	E 2964620.9906
18	P.C.	N 809362.7213	E 2964580.4354
19	PATH CL. SPOT EL.	N 809330.7756	E 2964559.0356
20	E.O. PAVING	N 809381.6638	E 2964628.8057
21	E.O. PAVING, P.C.	N 809378.4865	E 2964621.1710
22	E.O. PAVING, P.C.C.	N 809382.9490	E 2964604.0471
23	PATH CL.	N 809296.7140	E 2964618.9688
24	P.C.C.	N 809318.8805	E 2964547.1681
25	E.O. PAVING	N 809327.1308	E 2964544.5718
26	PATH CL.	N 809276.3159	E 2964639.0052
27	P.C.	N 809289.1238	E 2964628.6651
28	P.C.	N 809290.7260	E 2964625.0453
29	E.O. PAVING, SPOT EL.	N 809350.3383	E 2964590.9744
30	E.O. PAVING, SPOT EL.	N 809327.4683	E 2964588.5326
31	B.O. WALL	N 809353.1422	E 2964595.2965
32	B.O. WALL	N 809324.1925	E 2964592.2056
33	NETTING CL.	N 809352.1060	E 2964658.9236
34	NETTING CL.	N 809342.0529	E 2964664.9608
35	NETTING CL.	N 809331.0576	E 2964661.0902
36	NETTING CL.	N 809326.0528	E 2964650.2441
37	NETTING CL.	N 809324.2853	E 2964638.3903
38	NETTING CL.	N 809324.2862	E 2964620.2989
39	NETTING CL.	N 809315.7139	E 2964611.9015
40	NETTING CL.	N 809318.0736	E 2964600.3348
41	NETTING CL.	N 809323.1748	E 2964592.1115
42	P.C.C.	N 809390.2576	E 2964644.4384
43	E.O. PAVING, SPOT EL.	N 809382.3668	E 2964675.5188
44	E.O. PAVING, SPOT EL.	N 809374.7239	E 2964673.2862
45	E.O. PAVING, SPOT EL.	N 809391.8072	E 2964651.9118
46	E.O. PAVING, SPOT EL.	N 809384.3201	E 2964649.1146
47	E.O. PAVING, SPOT EL.	N 809397.0618	E 2964630.0207
48	E.O. PAVING, SPOT EL.	N 809389.0722	E 2964629.6519
49	E.O. PAVING, SPOT EL.	N 809396.7268	E 2964620.8279
50	E.O. PAVING, SPOT EL.	N 809388.7806	E 2964621.7811
51	E.O. PAVING, SPOT EL.	N 809393.0049	E 2964606.4958
52	E.O. PAVING, SPOT EL.	N 809384.1825	E 2964610.0847
53	E.O. PAVING, SPOT EL.	N 809364.8731	E 2964577.0210
54	E.O. PAVING, SPOT EL.	N 809361.1932	E 2964584.9554
55	E.O. PAVING, SPOT EL.	N 809354.3147	E 2964571.6312
56	E.O. PAVING, SPOT EL.	N 809350.3301	E 2964578.5227
57	E.O. PAVING, SPOT EL.	N 809333.6160	E 2964556.1790
58	E.O. PAVING, SPOT EL.	N 809332.8999	E 2964569.8307
59	E.O. PAVING, SPOT EL.	N 809372.4521	E 2964673.3794
60	E.O. PAVING, SPOT EL.	N 809368.1819	E 2964677.7173
61	VESTIBULE CL.	N 809320.9625	E 2964630.9484
62	VESTIBULE CL.	N 809325.1955	E 2964626.4069
63	E.O. PAVING, P.C.	N 809356.2407	E 2964586.5776



COYLE & CARON
LANDSCAPE ARCHITECTS

236 PASADENA PL.
Orlando, Florida
32803 USA
T 407.866.0650
www.coylecaron.com

Collective Architecture Company
294 E Market Street
Kingsport, TN 37660

Aiken LSS Design & Engineering, LLC
8209 Bayshore Drive
Pasadena, MD 21122

Holston Engineering
301 Montgomery Street Suite 4
Johnson City, TN 37604
Spoden & Wilson
Consulting Engineers
430 Clay Street
Kingsport, TN 37660

PROJECT SCHEDULE
NO. Date Description



PROJECT NAME
Bays Mountain Park & Planetarium: Otter Habitat

835 Bays Mountain Rd.
Kingsport, TN 37660

100% Bid Set

DATE: April 7, 2025
CC PROJECT NO: 0274
AGENCY PROJECT NO:

DRAWN BY: CM
CHECKED BY: SC

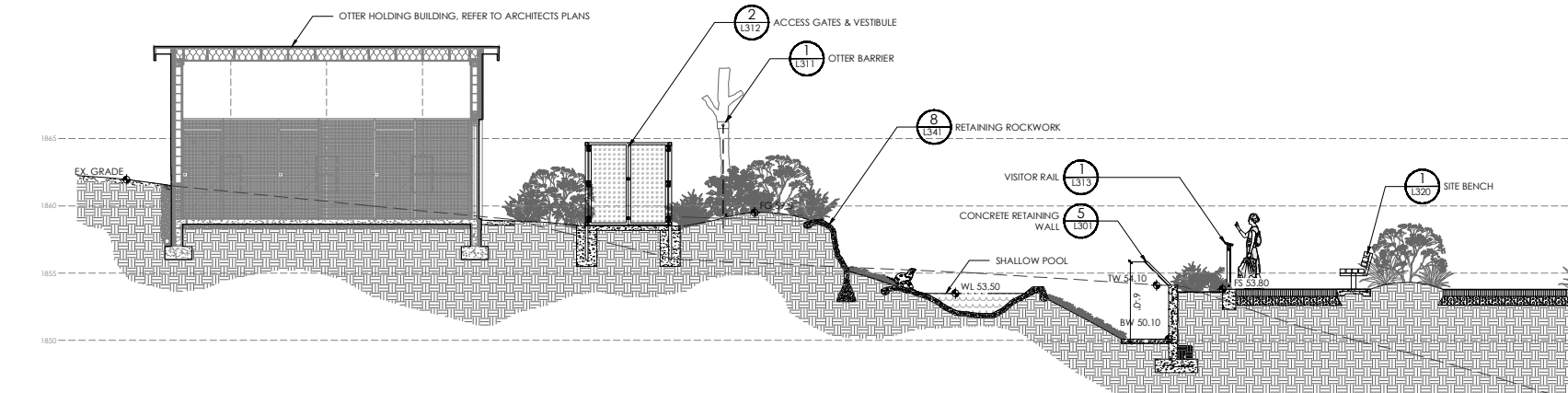
DRAWING TITLE

Layout Plan

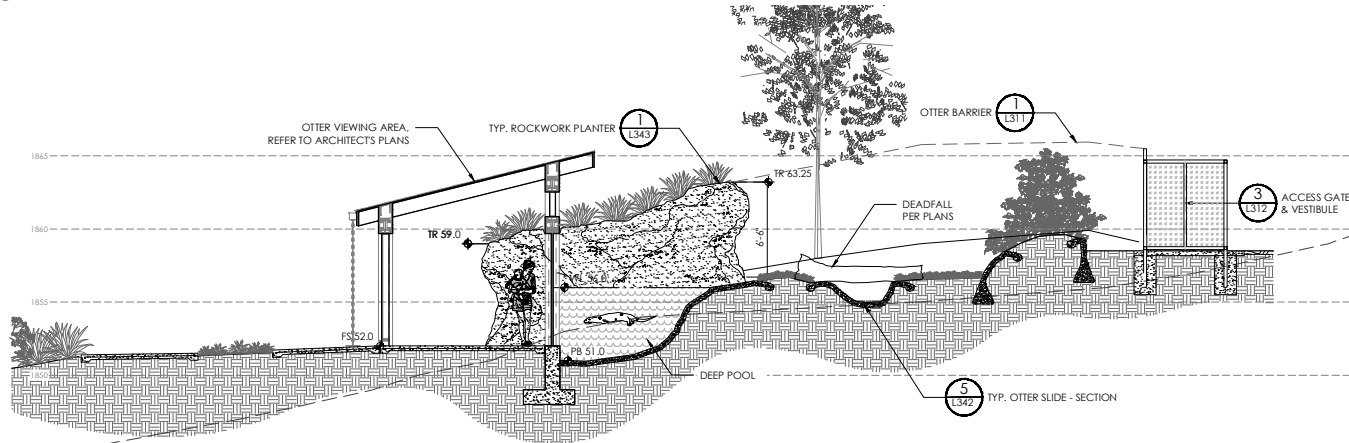
DRAWING NUMBER

L111

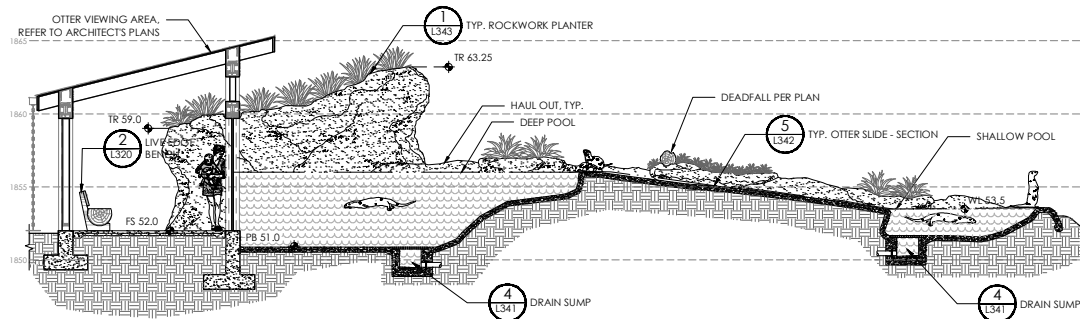
Item X14.



1 OTTER SECTION
SCALE: 1/4" = 1'-0"



2 OTTER SECTION 2
SCALE: 1/4" = 1'-0"



3 OTTER POOLS SECTION
SCALE: 1/4" = 1'-0"

Item XI4.



COYLE &
CARON
LANDSCAPE
ARCHITECTS

236 PASADENA PL.
Orlando, Florida
32803 USA

T 407.866.0650
www.coylecaron.com

Collective Architecture Company
234 E Market Street
Kingsport, TN 37660

Aiken LSS Design & Engineering, LLC
8229 Bayside Drive
Pasadena, MD 21122

Holston Engineering
301 Montgomery Street Suite 4
Johnson City, TN 37604

Spoden & Wilson
Consulting Engineers
430 Clay Street
Kingsport, TN 37660

NO.	Date	Description
-----	------	-------------



Bays Mountain
Park & Planetarium:
Otter Habitat

835 Bays Mountain Rd.
Kingsport, TN 37660

100% Bid Set

DATE: April 7, 2025
CC PROJECT NO: 0274
AGENCY PROJECT NO:

DRAWN BY: CM
CHECKED BY: SC

DRAWING TITLE

Site Sections

DRAWING NUMBER

L201



AGENDA ACTION FORM

Consideration of a Resolution Approving a Financial Contribution if Needed to the Industrial Development Board of the City of Kingsport Relative to the Dobyns-Taylor Warehouse Redevelopment and Improvements

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-295-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Steven Bower

Presentation By: Jessica Harmon

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

Approve the resolution.

Executive Summary:

If approved, this resolution will authorize a financial contribution if needed to the Industrial Development Board of Kingsport (KEDB) in an amount not to exceed \$9,250,000, plus any accrued interest, to facilitate the redevelopment and improvement of the Dobyns-Taylor Warehouse Property.

The Industrial Development Board of Kingsport has negotiated the project details to redevelop the property into a boutique hotel, and voted to approve all documents pertaining to the project on November 4th, 2025. It is expected to have a substantial economic impact in the downtown district. The Kingsport Board of Mayor and Aldermen previously passed a resolution (AF-176-2023) that authorized a financial contribution, if needed, so that KEDB could secure the property with a long-term lease on June 30, 2023.

KEDB will secure the "Project Loans" in the principal amounts not to exceed \$3,000,000.00 and \$6,250,000.00 for a term of 10-years at an interest rate of 4%.

Attachments:

1. Resolution
2. Contribution Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE RELATIVE TO AN ECONOMIC DEVELOPMENT PROJECT AT 435 PRESS STREET; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, the board has previously authorized the incorporation of the Industrial Development Board of the City of Kingsport, Tennessee (a/k/a KEDB) as an industrial development board duly organized and existing under the provisions of Title 7, Chapter 53 of the Tenn. Code Ann. (Act); and

WHEREAS, previously the city committed its support for the preservation and revitalization of the former Kingsport Hosiery Mill, now known as the Dobyys-Taylor Warehouse located at 435 Press Street (the Property) in an effort to expand economic growth in the downtown area; and

WHEREAS, in furtherance of this objective, KEDB has facilitated an economic development project through which it will sub-lease the Property to a developer who will revitalize the property into a boutique hotel, full service restaurant, and event space (the Project); and

WHEREAS, KEDB has solicited financing proposals and will secure two loans with a combined principal amount not to exceed \$9,250,000 upon such terms as KEDB deems appropriate each of which shall be for a term of ten years; and

WHEREAS, city is authorized by Tenn. Code Ann. § 6-54-118 to make contributions to an eligible industrial development corporation for economic or industrial development; and

WHEREAS, KEDB is an eligible industrial development corporation; and

WHEREAS, KEDB represents that it has the statutory authority to borrow funds to commence with the Project.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes, if necessary, a contribution to KEDB which contribution, if needed, could be used to pay part or all of the indebtedness comprised of the principal sum and interest incurred by KEDB associated with the Project.

SECTION III. That an agreement with KEDB is approved to provide a contribution up to the required debt service on the loans in the event that KEDB is unable to pay the debt service during the 10 year term of the loans, or provide a contribution to KEDB in an amount equal to the outstanding balance owed on the loans.

SECTION IV. That the board recognizes that other agreements with KEDB may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes and directs the mayor to execute such agreements.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION VI. That to carry out the intent of this resolution, the board will establish, by Ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Amend the Downtown Kingsport Redevelopment District and Approve Tax Increment Financing for the Dobyns-Taylor Redevelopment Project

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

Action Form No.: AF-296-2025
Work Session: November 17, 2025
First Reading: N/A

Final Adoption: November 18, 2025
Staff Work By: Steven Bower
Presentation By: Jessica Harmon

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

Approve the Resolution

Executive Summary:

If approved, this resolution would authorize the use of Tax Increment Financing (TIF) for the Dobyns-Taylor Redevelopment project.

Developer Tim Butters plans to redevelop the historic property into a 60-room boutique hotel that will include a restaurant and event venue. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for the redevelopment project. Based on the 2024 assessment the tax payments to the City are \$7,484 and annual property tax payments to the County are \$7,196. Should the TIF be approved the City would see an estimate of \$14,145 in new taxes and the County would see \$12,136. Based on current tax rates, and after the TIF has matured, this would result in total estimated annual city taxes of \$81,399 and total estimated annual county taxes of \$78,274.

The TIF request is for \$1,300,000 in increment financing for the completed project over 25 years and includes a 5% holdback. Kingsport Housing and Redevelopment Authority approved the Tax Increment Financing Amendment on October 27th, 2025. The amendment will go before the Sullivan County Commission on November 20th, 2025.

Attachments:

1. Resolution
2. TIF Amendment

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A TAX INCREMENT FINANCING
AMENDMENT FOR THE DOWNTOWN KINGSPORT
REDEVELOPMENT DISTRICT – DOBYNS-TAYLOR
WAREHOUSE PROJECT

WHEREAS, the Board of Mayor and Alderman has previously approved the *Redevelopment Plan for Core Urban Areas*, as prepared by the Kingsport Housing & Redevelopment Authority ("KHRA"), which redevelopment plan included an area in the city designated as the "Downtown Kingsport Redevelopment District;" and,

WHEREAS, KHRA held a public hearing on October 27, 2025, and thereafter approved the *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment*, a copy of which is attached to this Resolution as Exhibit A; and,

WHEREAS, KHRA has recommended that the Board of Mayor and Alderman approve the *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment*; and

WHEREAS, the Board of Mayor and Alderman has reviewed the record of said public hearing and the *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment*, including the provisions therein for tax increment financing, and desires to approve the same.

Now therefore,

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

SECTION I. That the *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment* and the factual findings therein are hereby affirmed and adopted and the city recorder is directed to file a copy thereof as an official record of the city.

SECTION II. That the use of tax increment financing in support of a commercial redevelopment project known as the Dobyys-Taylor Warehouse Project as described in the *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment* is hereby approved.

SECTION III. That KHRA is hereby authorized and empowered to implement the Downtown Kingsport Redevelopment Plan and *Downtown Kingsport Redevelopment District – Dobyys-Taylor Warehouse Project Tax Increment Financing Amendment* on behalf of the City of Kingsport, Tennessee.

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 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B ROWLETT, III, CITY ATTORNEY

**DOWNTOWN KINGSPORT REDEVELOPMENT DISTRICT
DOBYNS TAYLOR WAREHOUSE PROJECT
TAX INCREMENT FINANCING AMENDMENT**

Tax-increment financing (“TIF”) is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for a commercial redevelopment project known as Dobyns Taylor Warehouse (“Dobyns Taylor Warehouse”) to be located within the existing Downtown Kingsport Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

A. District History.

The Downtown Kingsport Redevelopment District was designated as a Redevelopment District by Kingsport Housing and Redevelopment Authority (“KHRA”) in 2001. The Redevelopment District was expanded in 2021 to include the areas commonly known as Brickyard Park and Cement Hill. The Downtown Kingsport Redevelopment District includes over 300 acres of real property and hundreds of tax parcels which contains a wide variety of commercial and residential uses.

The Downtown Kingsport Redevelopment District is shown on the map attached as Exhibit One (“Redevelopment District”). The Dobyns Taylor Warehouse Project Area of the Downtown Kingsport Redevelopment District is also shown on the map attached as Exhibit One (“Project Area”). The Dobyns Taylor Warehouse project will be located on the corner of Press Street and Clinchfield which is a primary corridor into Downtown Kingsport. The redevelopment of the Clinchfield area is critical to the transformation of the entire Redevelopment District.

The Project Area of the Redevelopment District currently consists of a historic building which was formerly a mill but is now used solely as a warehouse consisting of six buildings consisting of an approximate total of 108,301 square feet. Several of the structures are dilapidated and constitute a deleterious land use which negatively impacts the safety and welfare of the neighboring areas. Delay of the redevelopment of this site will continue to have a blighting influence on the adjacent areas. The use of TIF will allow the redevelopment of a site which has remained underutilized for decades. The existing blight within the Project Area would be eliminated by implementation of the proposed Redevelopment Project. The presence of an approximately 60 room hotel and full service restaurant would dramatically increase economic activity in and around the Redevelopment District. Redevelopment of this area via the proposed Project would also help alleviate the shortage of hotel rooms in the Downtown Kingsport and Sullivan County markets.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA has determined that the District is blighted as defined by TCA 13-20-201 et seq. The District and the Project Area experiences the following conditions:

1. Long-term vacant, obsolescent and underutilized property.
2. Dilapidated structures
2. Deleterious land use.
3. Blighting effect of the continued vacancy and deterioration of the property and impact to the surrounding properties including increased crime in the Redevelopment District

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted and deteriorated conditions.

B. District Zoning and Land Use.

The redevelopment of the District shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. KHRA shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property is currently zoned B-2 by the City of Kingsport with no plans to revise that designation.

The City and KHRA will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Tim Butters (or an entity owned by him) (the "Developer") for Dobyys Taylor Warehouse is approximately \$9,000,000. The proposed improvements by the Developer include a new sprinkler system, new plumbing, new electrical, elevator retrofit and the complete renovation and buildout and furnishing of the interior of the buildings to construct an approximately 60 room boutique hotel and full service restaurant which combined will total approximately 60,000 square feet (the "Redevelopment Project")

In addition, KHRA will be paid an annual administration fee equal to five percent of the total annual tax increment revenue received by KHRA. The Project will be located upon the

following tax parcel: Sullivan County Tax Map 046I, Group A, Control Map 046I, Parcel 024.00. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.

D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project are loan, equity and grant proceeds in the amount of \$ 7,700,000 from the Developer and tax increment based debt (to be issued by the KHRA in the form of bonds, notes, or other indebtedness) in an amount not to exceed \$ 1,300,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized over the 25 year increment period which is hereby authorized by City of Kingsport (the "City") and Sullivan County, Tennessee (the "County"). Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a 25 year amortization period for both the City and the County.

The total property tax assessment for the Project Area as of 2024 is \$ 446,200. This results in annual property tax payments to the City in the amount of \$ 7,484 and annual property tax payments to the County in the amount of \$ 7,196. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$4,853,000 (based on a \$12,132,500 tax appraised value). Based on current tax rates, this would result in total estimated annual city taxes of \$ 81,399 and total estimated annual county taxes of \$ 78,274. Because Sullivan County has dedicated \$0.2050 of its \$ 1.6129 tax rate for repayment of indebtedness and the City of Kingsport has dedicated \$0.2496 of its \$ 1.6773 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the statutory debt service set aside but prior to any county holdback is \$ 62,043. The estimated total available increment from City of Kingsport taxes after statutory debt service set aside but prior to any holdback is \$ 62,915. However, this amendment provides in Paragraph G that five percent (5%) of the tax increment shall be retained by the City and County resulting in an estimated total annual available tax increment after holdbacks and KHRA administrative fees of \$ 112,775. The combined new tax revenue above the current base as a result of this Project would be \$ 12,136 to the County and \$ 14,145 for the City. A detailed calculation of these estimated projections is attached hereto as Exhibit Two. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The principal amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than 25 years from the date of issuance of the debt. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May 15, 2053. Upon retirement of all bonds, loans, or other indebtedness incurred and payable from tax-increment funds, or at such time as

monies on deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.

F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Kingsport's real property tax base for the 2023 tax year is approximately \$ 1,488,624,940 . The total assessment of Sullivan County's real property tax base for the 2023 tax year is approximately \$3,726,932,850. The current assessment of the Project Area represents 0.029% of the City of Kingsport's property tax base and 0.012% of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 0.23% of the current City of Kingsport tax base and 0.091% of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The development of the Redevelopment Project will result in substantial economic activity within the Redevelopment District. An estimated 40 total jobs could be created during the construction phase of the Redevelopment Project and approximately 50 permanent jobs upon completion of the Project. The estimated sales tax from the project is \$64,915 and the estimated hotel and motel tax is \$160,000. In addition, the long term impact includes the addition of overnight guests to the Downtown Kingsport area which results in significant additional local sales taxes and other revenue for local governments. While all these numbers rely on certain assumptions and projections, the end result of the Redevelopment Project is that a blighted property will be redeveloped and a need for hotel rooms has been met and the City and County will receive a substantial economic boost.

G. Division of Property Taxes.

Upon written notice to the City and County from KHRA of the tax year that the allocation period shall begin but in no event later than the tax year 2028, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2024 tax year (which is the year prior to the year of approval of this TIF amendment as authorized under Tenn. Code Ann. 9-23-102 (2) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part

17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, ninety five percent (95 %) of all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining five percent (5 %) of all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to the respective taxing agencies in the same manner as taxes on all other property are paid.

3. Upon retirement of all bonds, loans or other indebtedness incurred by KHRA and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and KHRA shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2052.

H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to KHRA pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to KHRA, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

I. Documentation for Assessor's Office.

Upon approval of this Amendment, KHRA shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph G but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.

L. Conditions of Tax Increment.

KHRA shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by KHRA including provisions that obligate the Developer to construct or cause the construction of the residences and townhomes as set forth in this plan. The redevelopment agreement to be entered into between KHRA and Developer shall contain such terms as KHRA believes reasonably necessary to accomplish this purpose.

EXHIBIT ONE

MAP OF DOWNTOWN KINGSPORT REDVELOPMENT DISTRICT AND DOBYNS TAYLOR WAREHOUSE PROJECT AREA



EXHIBIT TWO

TIF ESTIMATE
DOBYNS TAYLOR WAREHOUSE PROJECT AREA
DOWNTOWN KINGSFORT
REDEVELOPMENT DISTRICT

Total Original 2024 Assessed Base Value	\$446,200.00
County Tax Rate	1.6129
City Tax Rate	1.6773
Total New Assessed Value	\$4,853,000.00
County Debt Service Rate	.2050
City Debt Service Rate	.2496
Total County Taxes	\$78,274.04
Base County Taxes	\$7,196.76
Proposed County Increment	\$71,077.28
County Debt Service Set Aside	\$9,033.94
Available County Increment after Debt Service	\$62,043.34
County Increment after 5% Holdback	\$58,941.17
County Increment after Holdback and Admin Fee	\$55,994.11
Total City Taxes	\$81,399.37
Base City Taxes	\$7,484.11
Proposed City Increment	\$73,915.26
City Debt Service Set Aside	\$10,999.37
Available City Increment after Debt Service	\$62,915.88
City Increment after 5% holdback	\$59,770.09
City Increment after Holdback and Admin Fee	\$56,781.58
 Total City and County Increment available for Debt Service	 \$112,775.70
 Annual New Benefits to City (retained increment & debt service)	 \$14,145.17
Annual New Benefits to County (retained increment & debt service)	\$12,136.11



MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

Monday October 27, 2025
Conference Room – Administrative Building
906 E. Sevier Avenue
Kingsport, TN 37660

The Board of Commissioners of the Kingsport Housing and Redevelopment Authority met for a Regular Meeting, *Monday, October 27, 2025* in the Conference Room of the KHRA Administrative Office at 906 E. Sevier Ave in Kingsport, Tennessee. The meeting was called to order by Chair, Greg Perdue at 12:00 p.m. with a quorum present.

Upon roll call, the following Commissioners were listed as present:

Chair Greg Perdue
Commissioner Seth Jervis
Commissioner Steve LaHair

Upon roll call, the following Commissioners were listed as absent:

Commissioner Debbie Torjilar
Vice Chair Tony Jennings

KHRA staff members present:

Executive Director, Terry Cunningham
Director of Finance, Bytha Kilgore
Grants & Redevelopment Manager, Emily Chase
Compliance and Marketing Analyst, Hope Caruthers
Marketing and Compliance Officer, Debbie Johnson
Tax Credit Analyst, Angie Thomas
Project Manager, Casey Begley
Property Manager, Danny Reaves
Property Manager, Leah McDavid
Assistant Property Manager, Schyler Bryant
Scattered Site Property Manager, Freddy Rodriguez

Guests present:

Jessica Harmon, City of Kingsport
Steven Bower, City of Kingsport

Minutes:

Resolution 2025-91 Approval of Regular Meeting Minutes

Motion: Commissioner Jervis moved (seconded by LaHair) to approve the minutes of the Regular KHRA meeting held on September 29, 2025. Motion carried – unanimous.

Old Business:

Resolution 2025-92 TIF Amendment

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the amendment to the Downtown Kingsport Redevelopment District Dobyns Taylor Warehouse project area tax-increment financing. Full resolution is attached as Exhibit A. Motion carried – unanimous.

Financial Reports:

Resolution 2025-93 September Financials- KHRA

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the September 2025 KHRA Financial Statements. Motion carried - unanimous.

Resolution 2025-94 September Financials – Myrtle Street

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the September 2025 Myrtle Street Financial Statements. Motion carried - unanimous.

Resolution 2025-95 September Financials- Riverview Place

Motion: Commissioner Jervis moved (seconded by LaHair) to approve the September 2025 Riverview Place Financial Statements. Motion carried - unanimous.

Resolution 2025-96 September Financials – Holston Terrace

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the September 2025 Holston Terrace Financial Statements. Motion carried - unanimous.

Resolution 2025-97 September Financials – GKAD

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the September 2025 GKAD Financial Statements. Motion carried - unanimous.

Resolution 2025-98 TAR Write-Offs

Motion: Commissioner Jervis moved (seconded by LaHair) to approve the approve the October Tenant Account Receivable write-offs for the month ending October 31, 2025. Motion carried - unanimous.

Resolution 2025-99 Myrtle Street Budget

Motion: Commissioner Jervis moved (seconded by LaHair) to approve the approve the operating budget for Myrtle Street Development, LLC for fiscal year 2026 as presented. Motion carried - unanimous.

Bills and Communications:

Leasing Updates: No comments

HQS Inspection Updates: No comments

Staff Reports: No comments

New Business:

Resolution 2025-100 SAFMR Voucher Payment Standards

Motion: Commissioner LaHair moved (seconded by Jervis) to approve the Voucher Payment Standard at 110% of the Small Area Fair Market Rents effective December 1, 2025. Motion carried - unanimous.

Resolution 2025-101 Utility Allowances

Motion: Commissioner Jervis moved (seconded by LaHair) to approve the Utility Allowance schedule as presented effective December 1, 2025. Motion carried - unanimous.

Adjournment

There being no further business to discuss at this time, Chair Perdue declared the meeting adjourned at 1:24 pm.

Respectfully submitted,

Greg Perdue, Chair

Terry W. Cunningham, Secretary



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Accept a Section 5307 Operations and Capital Grant from the Federal Transit Administration and United States Department of Transportation for FY 2025-2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-320-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Candace Sherer

Presentation By: Candace Sherer

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:

Approve the Resolution

Executive Summary:

Annually, the Board of Mayor and Aldermen is required to approve a resolution authorizing the filing of an application with the U.S. Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. These funds are utilized for the annual operation of fixed-route bus and Paratransit services. All sources of funding were included in the approved FY 2025-2026 budget for the City of Kingsport.

Funding Use	Local	State	Federal	Total
Capital Assistance:	20,000	20,000	160,000	200,000
Preventive Maintenance (*Tire Changer and Security Cameras included in price)				
Subtotal Capital	20,000	20,000	160,000	200,000
Operating Assistance: Operation of Transit Services	250,455	641,145	891,600	1,783,200
Estimated Fare Revenues	15,500	15,500	31,000	62,000
Subtotal Operating	265,955	656,645	922,600	1,845,200
TOTAL CAPITAL\OPERATING	285,955	676,645	1,082,600	2,045,200

The local funding for this project has been approved in the FY 25-26 City Budget.

Attachments:

1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SECTION 5307 CAPITAL GRANT FOR TRANSIT VEHICLES FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the city, through the Kingsport Area Transit Service (KATS), would like to apply for a Federal Transit Administration (FTA) Section 5307 Capital Grant to fund the annual operation of a fixed route bus and ADA Paratransit service; and

WHEREAS, the grant is in the total amount of \$200,000.00, and requires \$20,000.00 in local match, and the funding to fulfill the local match was allotted in the city's FY 26 budget.

Now therefore,

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

SECTION I. 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, all documents necessary and proper to apply for and receive grant funds from Federal Transit Administration's (FTA) Section 5307 funds for the annual operation of a fixed route bus and ADA Paratransit service, in the amount of \$200,000.00, and requires \$20,000.00 in local match.

SECTION II. 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KATS

FY' 25/26 Annual Budget		BUDGET	MATCHING	MATCHING	MATCHING
CAPITAL - VEHICLE		REQUEST	FTA (85%)	STATE (7.5%)	LOCAL (7.5%)
REPLACE 1 Paratransit Van (5339)	90.03	142,000	120,700	10,650	10,650
	90.03		0	0	0
	7	142,000	120,700	10,650	10,650
CAPITAL SUPPORT (5307)			FTA (80%)	STATE (10%)	LOCAL (10%)
	90.03		0	0	0
PREVENTIVE MAINTENANCE	20.56	200,000	160,000	20,000	20,000
		200,000	160,000	20,000	20,000
TOTAL CAPITAL		342,000	280,700	30,650	30,650
PLANNING FUNDS			FTA (80%)	STATE (10%)	LOCAL (10%)
CONSULTANT DESIGN - A&E	90.03		0	0	0
ACQUIRE ROW	90.03		0	0	0
MISCELLANEOUS	20.56		0	0	0
			0	0	0
TOTAL CAPITAL & PLANNING		342,000	280,700	30,650	30,650
OPERATIONS			FTA (50%)	STATE (25%)	LOCAL (25%)
ADMINISTRATION					
SALARIES & WAGES* (Add 2 Drivers/Reclass Sec & Assit Dispatcher)	1010	1,065,000	532,500	404,700	127,800
OVERTIME	1011	38,000	19,000	15,200	3,800
FICA/SSBN	1020	69,000	34,500	27,600	6,900
HOSPITAL AND HEALTH INSURANCE	1030	147,000	73,500	58,800	14,700
TCRS/ RETIREMENT	1040	120,000	60,000	48,000	12,000
LIFE INSURANCE	1050	1,800	900	720	180
LONG TERM DISABILITY	1052	1,500	750	600	150
WORKMAN'S COMPENSATION	1060	1,000	500	400	100
UNEMPLOYMENT INSURANCE	1061	1,000	500	400	100
SALARY ADJUSTMENT					
TOTAL ADMINISTRATION		TOTAL	1,444,300	722,150	566,420
CONTRACTUAL SERVICES			FTA (50%)	STATE (25%)	LOCAL (25%)
ADVERTISING	2010	2,800	1,400	700	700
OTHER PRINTING, TYPE/BINDING	2011	8,900	4,450	2,225	2,225
MARKETING/CONSULTANT FEES	2020	2,400	1,200	600	600
AUDIT FEES	2021	1,900	950	475	475
ELECTRICAL SERVICE	2030	27,000	13,500	6,750	6,750
WATER/SEWER	2033	9,500	4,750	2,375	2,375
TELEPHONE	2034	6,500	3,250	1,625	1,625
NATURAL GAS	2036	9,000	4,500	2,250	2,250
TRAVEL	2040	10,000	5,000	2,500	2,500
REGISTRATION/TUITION	2041	5,000	2,500	1,250	1,250
LOCAL MILEAGE	2042	300	150	75	75
DUES & MEMBERSHIP	2043	7,000	3,500	1,750	1,750
LITERATURE/SUBSCRIPTIONS	2044	1,000	500	250	250
EMPLOYEE TRAINING	2045	8,000	4,000	2,000	2,000
MEDICAL SERVICES	2052	1,000	500	250	250
MACHINERY EQUIP.RENTAL	2054	6,000	3,000	1,500	1,500
BLDG. REPAIR MAINTENANCE	2055	10,000	5,000	2,500	2,500
VEHICLE MAINTENANCE	2056	100,000	50,000	25,000	25,000
STORM WATER FEES	2069	1,200	600	300	300
TEMP SERVICE	2075	10,000	5,000	2,500	2,500
DUMPSTER FEE	2096	500	250	125	125
CONTRACT SERVICES	2099	120,000	60,000	30,000	30,000
TOTAL CONTRACTUAL SERVICES		348,000	174,000	87,000	87,000
COMMODITY SERVICES					
OFFICE SUPPLIES AND MATERIALS	3010	3,000	1,500	750	750
POSTAGE	3011	600	260	125	125
FOOD	3012	4,000	2,000	1,000	1,000
OPERATING SUPPLIES & TOOLS	3020	5,000	2,500	1,250	1,250
MAINTENANCE SUPPLIES	3022	24,000	12,000	6,000	6,000
SIGNS, PARTS & SUPPLIES	3026	1,000	500	250	250
UNIFORMS-RENTAL	3029	8,000	4,000	2,000	2,000
MOTOR POOL/VEHICLE RENTAL	3044	500	250	125	125
BUILDING INSURANCE	5010	3,800	1,800	900	900
VEHICLE INSURANCE	5026	3,300	1,650	825	825
TOTAL COMMODITY SERVICES		52,900	26,450	13,225	13,225
TOTAL ADMIN/CONTRACT SERVICES		1,845,200	922,600	666,645	265,955
RCAT REVENUE		368-1500	0	0	0
BUS FARES	365-20-09	31,000	15,500	7,750	7,750
ADA FARES	365-21-00	31,000	15,500	7,750	7,750
Funds to Replace Passenger Shelter	365-26.00				
TOTAL REVENUES		62,000	31,000	15,500	15,500
TOTAL OPERATING EXPENSES		1,783,200	891,600	641,145	250,455
TOTALS FOR EACH CATEGORY (Minus 5339 Capital)		1,983,200	1,051,600	661,145	270,455
					281,105

UROP
*50/38/12

~ \$20K for
+ tire changer

~ \$40K security
cameras



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 8, 2023

RE: FTA Section 5307 FFY2023 Program Allocation

Dear Direct Recipients:

TDOT has established its new formula to allocate the Federal Fiscal Year (FFY) 2023 5307 Small Urban apportionment. TDOT is issuing this allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5307 funds.

TDOT Multimodal is pleased to announce its new formula and the allocation of FTA Section 5307 program funds for FFY2023. Formula factors include the UZA Population, Population Density, and Low Income Population, reported by the 2010 US Census and 2021 Five-year American Community Survey, as well as verified 2021 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, Ridership by Ridership per Revenue Miles and Local Investment.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5307 FFY2023 Allocation

Direct Recipient	FFY2023 Allocation
Bristol Tennessee Transit	\$594,951
Clarksville Transit System	\$3,325,289
Cleveland Urban Area Transit System	\$819,828
Jackson Transit Authority	\$2,196,398
Johnson City Transit	\$2,167,618
Kingsport Area Transit Service	\$1,399,788
Morristown- ETHRA	\$572,280
Murfreesboro Rover Transit System*	\$2,282,134
First Tennessee HRA	\$385,731
TOTAL	\$13,744,017

*Murfreesboro qualifies for Small Transit Intensive Cities (STIC) federal funds in the amount of \$550,406 based on their agency's service performance. The table above represents the full 5307 allocation which includes the additional STIC funds for Murfreesboro.

TDOT offers state matching funds on 5307 capital expenses only. TDOT does not match 5307 operating expenses. Contracts will have a three year term period at time of request, unless circumstances exist that require a period beyond three years, which will be reviewed on a case-by-case basis.

TDOT will make the FFY2023 5307 funds available for obligation through May 31, 2026. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5307 funds are in high demand and TDOT wants to ensure every dollar is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5307 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5307 allocations.

The table below indicates the period of availability for all 5307 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY21	May 31, 2024
FFY22	May 31, 2025
FFY23	May 31, 2026

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5307 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Kaitlyn McClanahan, Transit Programs Manager, at kaitlyn.mccclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,

Daniel E. Pallme

Dan Pallme
Interim Multimodal Director

cc: Preston Elliott, Deputy Commissioner/Chief
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Transit Manager
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Andres Ramirez, FTA IV Community Planner
Jason Spain, TPTA Executive Director
Chris Campbell, TPTA President



AGENDA ACTION FORM

Consideration of a Resolution Approving the Renewal of Excess Workers' Compensation Insurance Policies from The Gray Insurance Company and Midwest Employers Casualty

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

Action Form No.: AF-318-2025
Work Session: November 17, 2025
First Reading: N/A

Final Adoption: November 18, 2025
Staff Work By: K Hodgson
Presentation By: B Rowlett

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

If approved the City will renew the current excess workers' compensation insurance policies with no rate increase.

The City of Kingsport currently has a self-insured retention of \$500,000 and is required by statute to maintain excess workers' compensation insurance from the city's self-insured retention to the statutory limits.

In December 2023, in response to a request for sealed proposals for Excess Workers' Compensation Insurance coverage, the city selected The Gray Insurance Company to provide coverage up to \$750,000 for a rate of .05463 per \$100 of payroll and Midwest Employers Casualty to statutory limits for a rate of .139 per \$100 of payroll.

The Gray Insurance Company and Midwest Employers Casualty have offered to renew the policies, which expire January 1, 2026, with no rate increase.

Funding is available in 615-0000-152-0300.

Attachments:

1. Resolution
2. The Gray Quote
3. Midwest Employers Quote

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT WITH THE GRAY INSURANCE COMPANY AND MIDWEST EMPLOYERS CASUALTY COMPANY THROUGH ASSURED PARTNERS FOR EXCESS WORKERS' COMPENSATION INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, following a request for sealed proposals the board awarded the proposals of Gray Insurance Company and Midwest Employers Casualty Company for excess workers compensation insurance in excess of its a self-insured retention of \$500,000; and

WHEREAS, pursuant to the proposal The Gray Insurance Company and Midwest Employers Casualty Company have agreed to a renewal of the provided coverage through December 31, 2026, at the same rates of .05463 per \$100 of payroll for The Gray Insurance Company and a rate of .139 per \$100 of payroll for Midwest Employers Casualty; and

WHEREAS, the combined annual premium is estimated to be \$196,345.00 based upon rate; and

WHEREAS, the annual premium funding is available in the Risk Management Insurance budget.

Now therefore,

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

SECTION I. That the renewal of policies for excess workers' compensation insurance coverage with The Gray Insurance Company and Midwest Employers Casualty Company 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, agreements with The Gray Insurance Company and Midwest Employers Casualty Company through Assured Partners for excess workers' compensation insurance coverage for the city's self-funded workers' compensation program, to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and 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 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



4725 Piedmont Row Drive, Suite 600
Charlotte, North Carolina 28210
Tel: 704-943-2008 FAX: 704-943-9015

Broker: AssuredPartners NL, LLC	Quotation Issued: 10/24/2025
Attention: Joey Stafford/ Lyndon Mckee	Quotation Expiration Date: 12/31/2025
New Business: Renewal: X	

*We are pleased to offer the following Quotation subject to the rates and conditions as detailed below. **Please review this Quotation and all policy forms carefully. A Request to Bind indicates acceptance of all the terms as quoted.***

PROSPECT NAME:	City of Kingsport, TN	
MAILING ADDRESS:	225 West Center Street, Kingsport, TN 37660	
LOCATION OF RISK:	Tennessee	
INSURER:	The Gray Insurance Company	LICENSING: Admitted (A- IX)

COVERAGE PERIOD: Effective Date: 1/1/2026

Expiration Date: 1/1/2027

COVERAGE: Specific Excess Workers Compensation/Employers Liability

	Option 1
INSURER'S LIMIT OF LIABILITY:	
Each accident or each employee for disease	
For Workers' Compensation	\$250,000.00
For Employers' Liability	\$250,000.00
<u>In Excess of an Ultimate Net Loss of:</u>	Excess Of
INSURED'S RETENTION:	
Each accident or each employee for disease	
For Workers' Compensation	\$500,000.00
For Employers' Liability	\$500,000.00
Rate (per \$100 Total Gross Payroll)	\$0.05463
Estimated Annual Total Payroll	\$118,683,000
Estimated Annual and Deposit Premium	\$64,837
Annual Minimum Premium	\$55,100

TERMS & CONDITIONS:

- Please note that the above indications are separate and cannot be combined without prior approval. Coverage shall be subject to the terms and conditions contained in our policy.
- This quote includes a rate guarantee for the 2027-2028 policy period.

Type of Insurance: Excess Insurance for Self-Insurer of Workers' Compensation and Employer's Liability

Basis of Acceptance: Excess of Loss

Effective Date: Coverage shall take effect at 12:01 A.M. Local Standard Time at the Insured's address shown above and on the date indicated above.

Exclusions:

- United States Longshore and Harbor Workers' Compensation Act (and any amendments thereto)
- Outer Continental Shelf Lands Act
- Defense Base Act
- Jones Act (Merchant Marine Act of 1920 and any amendments thereto)
- Death on the High Seas Act
- Migrant and Seasonal Agricultural Worker Protection Act
- Federal Employers Liability Act
- Federal Coal Mine and Safety Act
- Non-appropriated Fund Instrumentalities Act

Forms applicable are subject in all respects to the terms, conditions, and limitations of the policy/certificate in current use by the Insurer, unless otherwise specified.

COMMISSION: 10%

TO BIND: Please provide the following in order to bind coverage:

- A properly executed written **Order to Bind**. (See Below)

**** Please note this policy will be subject to audit upon expiration based on final payroll. The audit may generate an additional premium or return premium subject to minimum premium. ****

POLICY PAYMENT TERMS: Total policy cost due 20 days from inception unless indicated otherwise. Checks should be made payable to Amwins Insurance Brokerage and submitted to the address indicated on your invoice. **NO FLAT CANCELLATION PERMITTED.** If the Total Policy Cost is not paid within 20 days of inception, a request will be made of the Insurer to cancel the insurance outlined in this Quotation.

CANCELLATION: Once bound, this Coverage CANNOT BE CANCELLED FLAT. In the event of cancellation by the Prospect/Insured, earned premium will be calculated short-rate subject to any applicable minimum premium, terms, and conditions. If cancelled by the Insurer, earned premium will be calculated pro-rata.

Note to Brokers: Please note that this quote is based on the information received from you and includes only the coverage listed. Pricing and terms are subject to change pending carrier review and approval. Please do not assume coverage, values, limits, or any other terms not listed. This Quotation may reflect different and/or reduced coverage and/or limits from your original request or the expiring policy(ies). Policy forms, including endorsements, are available at your request. It is your responsibility to review these documents on behalf of your Prospect. Amwins Insurance Brokerage makes no warranties or representations that the coverage, values, limits or any other terms and conditions are adequate or otherwise appropriate to your Prospect's needs. You agree herein that your company is acting as Agent/Broker on behalf of your Prospect and, therefore, accept professional responsibility for the recommendation and implementation of all coverage to which this Quotation applies.

Quoted by: John Cooper
Date: October 24, 2025
Amwins Insurance Brokerage
4725 Piedmont Row Drive, Suite 600
Charlotte, North Carolina 28210

ORDER TO BIND

Named Insured: _____

Agency/Brokerage Response: [] Yes, please **BIND** as quoted, effective: _____

Agency Representative Printed Name: _____ Date: _____

AMWINS

BROKERAGE

4725 Piedmont Row Drive, Suite 600
Charlotte, North Carolina 28210
Tel: 704-943-2008 FAX: 704-943-9015

Broker: AssuredPartners NL, LLC	Quotation Issued: 10/24/2025
Attention: Lyndon McKee	Quotation Expiration Date: 12/31/2025
New Business: Renewal: X	

*We are pleased to offer the following Quotation subject to the rates and conditions as detailed below. **Please review this Quotation and all policy forms carefully. A Request to Bind indicates acceptance of all the terms as quoted.***

PROSPECT NAME:	City of Kingsport, TN	
MAILING ADDRESS:	225 West Center Street, Kingsport, TN 37660	
LOCATION OF RISK:	Tennessee	
INSURER:	Midwest Employers Casualty	LICENSING: Admitted (A+ XV)

COVERAGE PERIOD: Effective Date: 1/1/2026

Expiration Date: 1/1/2028

COVERAGE: Specific Excess and Aggregate Workers Compensation/Employers Liability

POLICY LIMIT: **Coverage A:** Statutory **Coverage B:** \$1,000,000 / \$1,000,000

SIR: \$750,000

AGGREGATE:

- **Aggregate Limit:** \$1,000,000
- **Rate as a % of Normal Premium:** 223.79%
- **Estimated Aggregate Retention:** \$3,850,517
- **Minimum Aggregate Retention:** \$3,773,507
- **Aggregate Loss Limitation:** \$500,000

RATE: \$0.139 per \$100 of payroll estimated at \$118,683,000

POLICY PREMIUM: \$329,938 Payable in two annual installments of **\$164,969**

MINIMUM PREMIUM: \$296,945

** Please note this policy will be subject to audit upon expiration based on final payroll. The audit may generate an additional premium or return premium subject to minimum premium. **

TERMS & CONDITIONS:

- MEC must be notified of any aircraft changes occurring during the policy period.

ENDORSEMENTS:

- CMB-11 Amendment to Schedule Item 11
- CMB-199 Policyholder Disclosure Notice of Terrorism Insurance
- ISI-254-EXC Aircraft Exclusion
- ISI-260 Authorized Volunteers
- ISI-TN Tennessee
- CMB-187 Two Year Policy Short Rate Table
- ISI-285 More Than One Premium Adjustment

Item XI8.

Forms applicable are subject in all respects to the terms, conditions, and limitations of the policy/certificate in current use by the Insurer, unless otherwise specified.

COMMISSION: 15%

TO BIND: Please provide the following in order to bind coverage:

- A properly executed written **Order to Bind**.

POLICY PAYMENT TERMS: Total policy cost due 20 days from inception unless indicated otherwise. Payment on your brokerage check is required. Checks should be made payable to Amwins Insurance Brokerage and submitted to the address indicated on your invoice. **NO FLAT CANCELLATION PERMITTED.** If the Total Policy Cost is not paid within 20 days of inception, a request will be made of the Insurer to cancel the insurance outlined in this Quotation.

CANCELLATION: Once bound, this Coverage CANNOT BE CANCELLED FLAT. In the event of cancellation by the Prospect/Insured, earned premium will be calculated short-rate subject to any applicable minimum premium, terms, and conditions. If cancelled by the Insurer, earned premium will be calculated pro-rata.

Note to Brokers: Please note that this quote is based on the information received from you and includes only the coverage listed. Pricing and terms are subject to change pending carrier review and approval. Please do not assume coverage, values, limits, or any other terms not listed. This Quotation may reflect different and/or reduced coverage and/or limits from your original request or the expiring policy(ies). Policy forms, including endorsements, are available at your request. It is your responsibility to review these documents on behalf of your Prospect. Amwins Insurance Brokerage makes no warranties or representations that the coverage, values, limits or any other terms and conditions are adequate or otherwise appropriate to your Prospect's needs. You agree herein that your company is acting as Agent/Broker on behalf of your Prospect and, therefore, accept professional responsibility for the recommendation and implementation of all coverage to which this Quotation applies.

Quoted by: John Cooper
Date: October 24, 2025
Amwins Insurance Brokerage
4725 Piedmont Row Drive, Suite 600
Charlotte, North Carolina 28210

ORDER TO BIND

Named Insured: _____

Agency/Brokerage Response: [] Yes, please **BIND** as quoted, effective: _____

Agency Representative Printed Name: _____ Date: _____



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with Thompson & Litton for Professional Services for Renovations at the Kingsport Aquatic Center

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-324-2025

Work Session: November 17th, 2025

First Reading: N/A

Final Adoption: November 18th, 2025

Staff Work By: Michael T. Borders

Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Adopt the Resolution

Executive Summary:

If approved, the City will enter into an agreement with Thompson & Litton in the amount of \$139,529 for professional architectural design services, bidding assistance, and construction administration services relating to renovations at the Kingsport Aquatic Center (KAC) located at 1820 Meadowview Parkway.

The KAC, through a contractor, performed regularly scheduled maintenance including acid washing, re-caulking, replacing pool lights, etc. in mid-2024. The purpose of the scheduled maintenance is to improve the longevity of the plaster and ensure we offer a World-Class Aquatic Facility. During the scheduled maintenance multiple hollow places were discovered in the plaster. Staff immediately had an evaluation completed and it was determined the plaster is beginning to delaminate from the pool surface.

The KAC opened on May 25, 2013 with the plaster approaching 13 years old and is at the end of its life (high use commercial pools often need replastered every 7-12 years). Renovations will include replacing pool tiles, depth markers, replacing drain covers, chlorinators, hydrostatic valves, etc., and replastering the pool. This work includes the Competition Pool, Warm Pool, Play Pool, Leisure Pool, and Lazy River. The Lazy River will be an add alternate as it is currently a painted pool. With the frequency of painting staff will perform a cost valuation but anticipate plastering the pool to be a lower cost alternative over time while providing a superior product.

Staff's goal is to bid the project late Q1/early Q2 of 2026 to secure a contractor for post summer season 2026. Staff have worked with the YMCA to align this project during an anticipated YMCA construction project to limit construction duration impact on patrons. Staff anticipate the issuance of debt for this and other Regional Sales Tax Fund Projects in the coming months.

Funding is identified and being available in AQ2600 through AF-316-2025.

Attachments:

1. Resolution
2. Design Proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH THOMPSON & LITTON, INC., FOR REFURBISHMENT OF VARIOUS POOLS AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, during the recent performance of maintenance work at the Kingsport Aquatic Center it was discovered that additional work is necessary to fully refurbish various pools; and

WHEREAS, this additional work is anticipated to include but not necessarily be limited to the replacement of pool tiles, depth markers, drain covers, chlorinators, hydrostatic valves and plaster; and

WHEREAS, due to the anticipated cost and scope of the work it is necessary to retain the services of an architect to design the work and that it will be beneficial to enlist the assistance of the architect to prepare documents for solicitation of bids, evaluate bids, and assist with oversight of the performance of the work; and

WHEREAS, Thompson and Litton, Inc., has submitted a proposal for architectural services relative to the necessary refurbishment in an amount not to exceed \$139,529.00; and

WHEREAS, funding has been identified for the architectural services within the Kingsport Aquatic Center budget.

Now therefore,

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

SECTION I. That an agreement is approved for architectural services relative to the refurbishment of various pools at the Kingsport Aquatic Center

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, an agreement with Thompson & Litton, Inc., for architectural services in an amount not to exceed \$139,529.00 to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and 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 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 18th day of November 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**KINGSPORT AQUATIC CENTER
CITY OF KINGSPORT, TENNESSEE
T&L PROJECT NO. 19562**

Appendix A - Scope of Services

Thompson & Litton, Inc. (T & L) will provide professional architectural design services, bidding assistance, and construction contract administration services relating to the renovations to the Kingsport Aquatic Center located at 1820 Meadowview Parkway, Kingsport, TN 37660, for the City of Kingsport (Client).

The estimated cost of construction is \$2,115,000.00. The construction is expected to occur during the pool closures in the latter half of 2026 with completion prior to the opening of the pools to the public in the spring 2027.

Project Scope

A. Competition Pool

I. Plaster

1. Remove and replace the existing plaster walls and bottom – New Oyster Plaster.

II. Tile

1. Remove the existing upper waterline 1x1 blue tile and replace with two (2) new 2x2 blue tiles (Lighter Blue). (6 inch is acceptable but may need cutting.)
2. Remove the existing lower white under gutter tile and replace with one (1) new 2x2 white tile.
3. Remove the existing bottom black and blue racing lines and replace them at the same locations with new 2x2 black and darker blue tiles.
4. Remove the existing wall black crosses at the ends of the pool and replace at the same locations with new 2x2 black tile.
5. Remove the existing water depth markers on the wall and replace with new water depth markers – Keep the water depth markers on the concrete walking surface.
6. Remove the existing tile at the bottom expansion joints and provide new 2x2 white tile on both sides of the expansion joints.



7. Provide new black (Or off-white to blend with plaster) 2x2 wall tile (width of the bulkhead) at up to six (6) locations on each side to protect the walls from the bulkheads.

III. Edge Treatments

1. Replace main drain covers.
2. Remove and replace the water level edge treatment – Color to be determined.
3. Remove and replace the upper edge treatment – Color to be determined.

IV. Miscellaneous Items

1. Remove and replace the existing pool grating/gutter – Color to be determined (Stainless steel pieces to remain).
2. Remove and replace the existing pool lighting fixtures – Provide flat LED fixtures.
3. Re-caulk the expansion joints with Laticrete Latisil plus primer and backer rod product.
4. Clean the bulkheads.
5. Replace the hydrostatic valves.
6. Replace the chlorinators/chlorine inlets.
7. Replace main drain covers.
8. Acid clean the new plaster.

B. Warming Pool

I. Plaster

1. Remove and replace the existing plaster walls and bottom – New Oyster Plaster.

II. Tile

1. Remove the existing lower white tile and replace with one (1) new 2x2 white tile.
2. Remove the existing water depth markers on the wall and replace with new water depth markers – Keep the water depth markers on the concrete walking surface.
3. Remove the existing top step 1x1 white tile and black step edge pieces and replace with new 2x2 slip resistant white tile and black edge pieces – Replace the other existing step black edge pieces with new black edge pieces.
4. Remove the existing ramp 1x1 white tile and replace with new slip resistant 2x2 white tile – Provide new 2x2 slip resistant tile down the 2nd rail.
5. At the ramp, remove the existing blue tile on the pool side and replace it with new black 2x2 tile.
6. Provide new black racing lines with 2x2 black tile – Match the competition pool, Including the end walls.



III. Edge Treatments

1. Remove and replace the water level edge treatment – Color to be determined.
2. Remove and replace the upper edge treatment - Color to be determined.

IV. Miscellaneous Items

1. Remove and replace the existing pool grating/gutter – Color to be determined.
2. Remove and replace the existing pool lighting fixtures – provide flat LED fixtures.
3. Add a recessed eye hook on the opposite side of the pool from the ramp.
4. Replace the hydrostatic valves.
5. Replace the chlorinators/chlorine inlets.
6. Repair or replace main drain box – Known crack.
7. Acid clean the new plaster.

C. Play Pool

I. Plaster

1. Remove and replace the existing plaster walls and bottom – New Oyster Plaster.

II. Tile

1. Remove the existing upper 1x1 blue tile and replace it with new 6x6 blue tile (Lighter blue).
2. Remove the existing water depth markers on the wall and replace with new water depth markers – keep the water depth markers on the concrete walking surface.
3. Remove the existing black step edge pieces and add new 2x2 slip resistant white tile and black edge pieces on the top step – Replace the other step edge pieces with new black edge pieces.
4. Remove the grout at the 1x1 blue (Walls and Top) and white splash pad tiles and replace with new grout.
5. Retile with new 6x6 inch tile, replacing all blue 1x1 tile – Patterned or other design.

III. Miscellaneous Items

1. Remove and replace the existing pool lighting fixtures – Provide flat LED fixtures.
2. Replace the hydrostatic valves.
3. Replace the chlorinators/chlorine inlets.
4. Replace the equalizers.
5. Replace three (3) water play jets.



6. Paint the play structure.
7. Acid clean the new plaster.

D. Leisure Pool

I. Plaster

1. Remove and replace the existing plaster walls and bottom – New Kona Coast (Quartz) Plaster.

II. Tile

1. Remove the existing wall 1x1 blue tile and replace it with new 6x6 blue tile (Lighter blue tile).
2. Remove the existing grout at the bottom blue 1x1 tile and provide new grout.
3. Remove the existing white 1x1 tile and replace it with new 2x2 white tile. (Below gutter at walk-in)
4. Remove the existing white 1x1 tile and replace it with new 2x2 white tile. (Above gutter at walk-in)
5. Remove the existing water depth markers on the wall and replace with new water depth markers – keep the water depth markers on the concrete walking surface.
6. Replace current white / in pool floor depth marker line with dark blue 2x2 tile in three areas.

III. Miscellaneous Items

1. Remove and replace the existing pool lighting fixtures – Provide flat LED fixtures.
2. Existing pool grating/gutter to remain.
3. Replace the plexiglass at the slide in the middle.
4. Add recessed eye hooks at five (5) locations.
5. Replace the chlorinators/chlorine inlets.
6. Replace the equalizers.
7. Paint play features with chlorine appropriate paint/coating.
8. Tie in current blue 1x1 tile into new 6x6 tile at zero depth entrance.
9. Acid clean the new plaster.

E. Lazy River

I. Plaster



1. Remove and replace the existing plaster walls and bottom up to the waterline – New Kona Coast Plaster (Quartz) with a larger aggregate/pebble.

II. Tile

1. Add new 6x6 blue tile (Lighter blue) at the waterline – Inset in the new plaster and provide the new “high performance coating” above.
2. Remove the existing water depth markers on the wall and replace with new water depth markers – Keep the water depth markers on the concrete walking surface.
3. Remove the existing black step edge pieces and add new 2x2 slip resistant white tile and black edge pieces on the top step – Replace the other edge pieces with new black edge pieces.
4. Remove the existing white 1x1 tile and add new 2x2 white tile at the wall inset where the pool grating/gutter is located.
5. Provide new 2x2 white tile on both sides of the expansion joints.

III. Miscellaneous Items

1. Remove and replace the existing pool grating/gutter – Color to be determined.
2. Remove and replace the existing pool lighting fixtures – Provide flat LED fixtures.
3. Re-caulk the expansion joints and Laticrete Latisil plus primer and backer rod product.
4. Replace the chlorinators/chlorine inlets.
5. Replace the equalizers.
6. Acid clean the new plaster.

F. Equipment Room

I. Miscellaneous Items

1. Remove and replace the existing PVC chlorine lines. Also remove and replace the support brackets which are tied back to the structure above. Provide new Schedule 80 PVC piping and connections.

T&L Scope of Services

- A.** T&L will provide construction documents (plans and a project manual) for the above detailed project understanding that are suitable for competitive bidding purposes and permit acquisition. The project will be advertised according to the City of Kingsport purchasing requirements. T&L will also assist in the bidding process and the construction contract administration phase. Construction Phase services will be consistent with the services outlined under section 3.6 of the



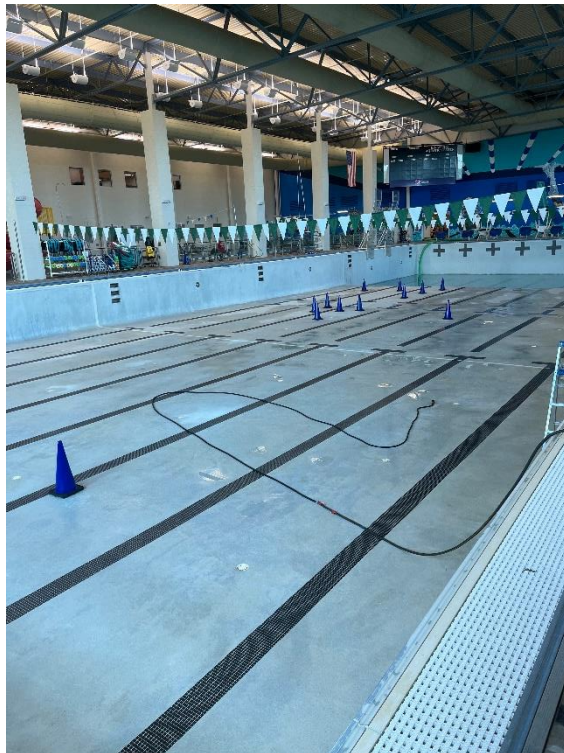
AIA B101 Standard Form of Agreement Between Owner and Architect. Services include two site visits during the construction documents phase, one pre-bid meeting and one bid-opening, and four site visits during the construction contract administration phase, one substantial completion review visit by the Architect.

- B.** Client agrees to pay T&L as compensation for its services a lump sum fee of \$139,529.00 (One Hundred and Thirty-Nine Thousand, Five-Hundred and Twenty-Nine and 00/100 Dollars), which includes expenses such as printing costs, travel time, and mileage as outlined in the scope above. Permits, State/Local/Federal fees, special testing, and any other associated costs not included in the scope outline above are not included.
- C.** T&L will submit monthly progress billings for services, as they are rendered. Client agrees to make prompt monthly payments in response to Thompson & Litton's billing.
- D.** Schedule is as follows:
 - a. Construction Documents & Review Phase: 100 Days after notice to proceed
 - b. Bidding Administration: 30 Days after CD & Review Phase Completion
 - c. Construction Administration: 160 Days after contractor received notice to proceed

AF-324-2025 Supplementary Information

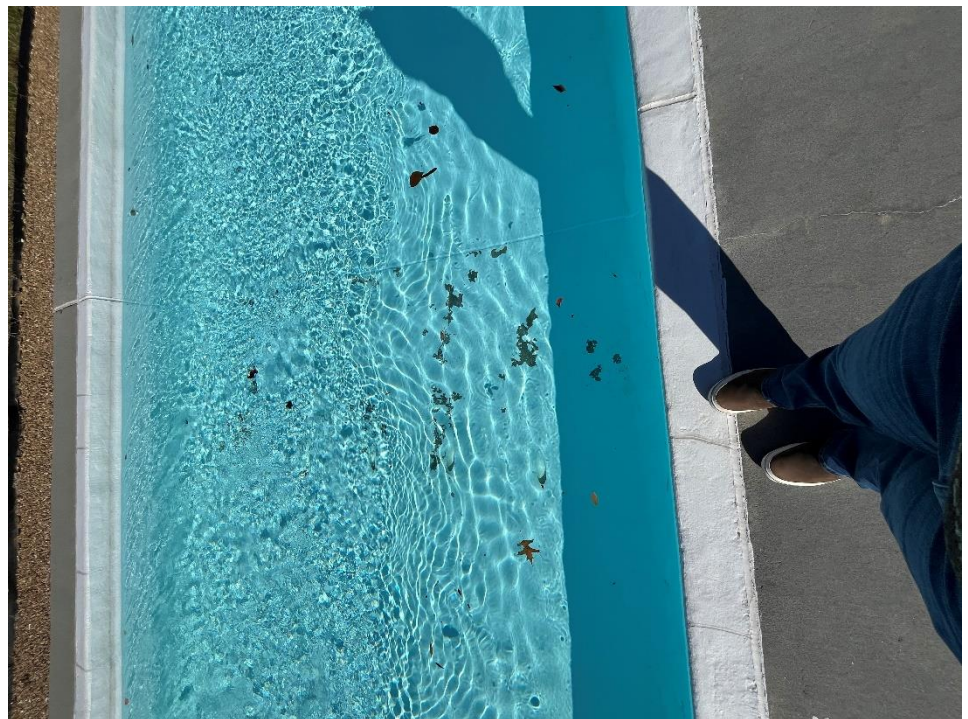


Competition Pool, cones represent hollow spots





Painted Lazy River, bottom right pictures shows peeling paint.





AGENDA ACTION FORM

Consideration of a Resolution Approving an Agreement and Execution of All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 25-26

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-247-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Candace Sherer

Presentation By: Candace Sherer

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:

Approve the Resolution.

Executive Summary:

If approved, this action will authorize execution of an agreement in the amount of \$635,000 with the Tennessee Department of Transportation for reimbursement of expenses incurred relative to operation of the city's public transit service and appropriate the funds.

Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Projected State operation reimbursements for the contract term is \$635,500. The city's total match for this contract is \$158,875.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2025-2026 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$635,500
City of Kingsport	\$158,875
Total	\$794,375

The local funding for this project has been approved in the FY 25-26 City Budget.

Attachments:

1. Resolution
2. Budget Ordinance

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2025-2026; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a contract with the Tennessee Department of Transportation (TDOT) to receive reimbursement for expenses incurred relative to the operation of public transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2025-2026 is \$635,500.00; and

WHEREAS, the city's portion of funding for fiscal year 2025-2026 is \$158,875.00, which is available in FY 25-26 City Budget; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$635,500.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2025-2026 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, a contract with the Tennessee Department of Transportation, in the amount up to \$635,500.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2025-2026, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. The Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.

A.3. The Grantee may use funds for capital projects, which may include, but are not limited to,

acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Thirty-five Thousand, Five Hundred Dollars and No Cents (\$635,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) Invoice Reimbursement Calculation – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.
Federal Reimbursement Calculation – The federal share percentage, if any, is used to determine the amount of the federal share reimbursement.
 - The federal share percentage is applied to the total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the federal life-to-date reimbursement amount.
 - The federal current period reimbursement amount is determined by subtracting the federal previous period life-to-date reimbursement amount from the federal current period life-to-date reimbursement amount.State Reimbursement Calculation – The state share percentage is used to determine the amount of the state share reimbursement.
 - The remaining state share percentage is calculated as the ratio of the state percentage to the combined total of the state and local share percentages (the remaining share percentage). In programs or activities without a federal share, the remaining share percentage is 100%.
 - The remaining state share percentage is applied to the remaining total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the state life-to-date reimbursement amount. The remaining total contract life-to-date expense amount is the amount left after subtracting the federal life-to-date reimbursement amount from the total contract life-to-date expense amount.
 - The state current period reimbursement amount is determined by subtracting the state previous period life-to-date reimbursement amount from the state current period life-to-date reimbursement amount.Budget Reconciliation – If total program expenses reach the contract's budgeted line-item amount, any shortfall in the calculated federal or state reimbursement amounts is adjusted to match the budgeted federal or state share amount.
Department Override – In rare instances share amount calculations of the state and federal share amounts create rounding issues not anticipated by template formulas. In those circumstances an override in the calculation can be processed with the grantor approval. These adjustments can be additional small amounts up or down and can involve timing differences.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

c. 3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

d. 4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

e. 5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

f. 6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

g. 7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov

Phone: (615) 253-4942

Fax: (615) 253-1482

The Grantee:

Chris Campbell, AICP, Public Transportation Manager

City of Kingsport, Kingsport Area Transit Service

900 East Main Street

Kingsport, Tennessee 37660

chriscampbell@kingsporttn.gov

Phone: (423) 224-2857

Fax: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs,

and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid

pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or

permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract

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

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving

a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at Title VI Program (tn.gov).

[Acknowledgements Deleted for Inclusion in 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 set out herein 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 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 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Address # 1

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Thirty-five Thousand, Five Hundred Dollars and No Cents (\$635,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- (4) **Invoice Reimbursement Calculation** – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.

Federal Reimbursement Calculation – The federal share percentage, if any, is used to determine the amount of the federal share reimbursement.

- The federal share percentage is applied to the total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the federal life-to-date reimbursement amount.
- The federal current period reimbursement amount is determined by subtracting the federal previous period life-to-date reimbursement amount from the federal current period life-to-date reimbursement amount.

State Reimbursement Calculation – The state share percentage is used to determine the amount of the state share reimbursement.

- The remaining state share percentage is calculated as the ratio of the state percentage to the combined total of the state and local share percentages (the remaining share percentage). In programs or activities without a federal share, the remaining share percentage is 100%.
- The remaining state share percentage is applied to the remaining total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the state life-to-date reimbursement amount. The remaining total contract life-to-date expense amount is the amount left after subtracting the federal life-to-date reimbursement amount from the total contract life-to-date expense amount.
- The state current period reimbursement amount is determined by subtracting the state previous period life-to-date reimbursement amount from the state current period life-to-date reimbursement amount.

Budget Reconciliation – If total program expenses reach the contract's budgeted line-item amount, any shortfall in the calculated federal or state reimbursement amounts is adjusted to match the budgeted federal or state share amount.

Department Override – In rare instances share amount calculations of the state and federal share amounts create rounding issues not anticipated by template formulas. In those circumstances an override in the calculation can be processed with the grantor approval. These adjustments can be additional small amounts up or down and can involve timing differences.

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount Item XI10. le by the State pursuant to this Grant

Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Chris Campbell, AICP, Public Transportation Manager
City of Kingsport, Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
chriscampbell@kingsporttn.gov
Phone: (423) 224-2857
Fax: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions, acts of terrorism or any other similar

cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.
- The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its obligations related to this Grant Contract without

the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at Title VI Program (tn.gov).

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PAUL MONTGOMERY, MAYOR

DATE

BART ROWLETT, CITY ATTORNEY

DATE

ANGELA MARSHALL, CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER

DATE

LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

Grantee	Kingsport				
Contract Type	DGA				
Sum of Amount	Column Labels				
	Contract	Contract Total	Grantee	Grantee Total	Grand Total
	Cash		Cash		
Row Labels	State		Local		
PROJECT:	\$635,500.00	\$635,500.00	\$158,875.00	\$158,875.00	\$794,375.00
GRANT: UROP 2026	\$635,500.00	\$635,500.00	\$158,875.00	\$158,875.00	\$794,375.00
PROGRAM: UROP					
04 Operating (300-00) OPERATING ASSISTANCE (X1)	\$635,500.00	\$635,500.00	\$158,875.00	\$158,875.00	\$794,375.00
30.00.01 OPERATING ASSISTANCE - TDOT 80% STATE MATCH	\$635,500.00	\$635,500.00	\$158,875.00	\$158,875.00	\$794,375.00
Grand Total	\$635,500.00	\$635,500.00	\$158,875.00	\$158,875.00	\$794,375.00



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF PASSENGER TRANSPORTATION, RAIL & FREIGHT
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

September 3, 2025

Dear Transit Agencies:

TDOT is pleased to announce the allocation of Urban Operating Assistance Program (UROP) funds for State Fiscal Year 2026 (July 1, 2025 – June 30, 2026). Allocations are based on UZA population reported in the 2020 Census. Gatlinburg and Pigeon Forge are taken off the top before the distribution by population, due to the high impact of tourism in those communities. The UROP program provides capital and operating assistance to support fixed route and complementary paratransit service in urban core areas of Tennessee. UROP funds are to supplement other available funds in support of urban transit agencies. The table below shows the allocated funds to each urban fixed route transit agency.

Agency	SFY26 Allocation
City of Bristol	\$239,600
Chattanooga Area Regional Transportation Authority (CARTA)	\$2,076,900
City of Clarksville (Clarksville Transit System)	\$1,173,500
Southeast Tennessee Human Resource Agency (CUATS)	\$479,100
Jackson Transit Authority (JTA)	\$471,900
City of Johnson City (Johnson City Transit System -JCTS)	\$833,100
City of Kingsport (Kingsport Area Transit System - KATS)	\$635,500
City of Knoxville (Knoxville Area Transit)	\$3,871,400
Memphis Area Transit Authority (MATA)	\$5,653,200
East Tennessee Human Resource Agency (Morristown)	\$431,300
City of Murfreesboro	\$1,149,300
City of Gatlinburg (Gatlinburg Mass Transit System - GMTS)	\$420,900
City of Pigeon Forge (Pigeon Forge Mass Transit + Sevierville)	\$721,500
Nashville-Metropolitan Transit Authority (MTA)	\$6,372,000
Regional Transportation Authority (RTA)	\$791,500
Franklin Transit Authority (FTA)	\$346,800
Total	\$25,667,500

Grantees may budget up to \$1 million in UROP funds for capital expenses. TDOT will reimburse at 80% the first \$1,000,000 in total expenses (80% state, 20% local). Above \$1,000,000 in total expenses, TDOT will reimburse expenses at a 50% match (50% state, 50% local).

Federal funds obligated under the 5307 program for capital and/or operating expenses must be drawn down before invoicing TDOT for UROP funds within the same reimbursement period. **Invoices must be submitted at least quarterly, but mon** **ferred.** TDOT has provided a Grantee Invoice

Reimbursement Checklist to assist agencies in compiling the necessary documentation for invoice submissions.

To receive a UROP contract, grantees must submit the following documents to TDOT, via email to TDOT.MultiModalAdmin@tn.gov:

- A PDF of the full final report from the agency's most recent FTA Triennial Review, if applicable
- Documentation of the status of corrective actions associated with any findings from the most recent Triennial Review
- An indirect cost allocation plan, current indirect rate calculation, and a letter from the cognizant agency approving the plan. (Applies only if indirect costs are charged to UROP)
- A brief narrative and budget is only required if the agency requests to use UROP funds in a capital line item. The narrative should include details about the procurement method(s) and a timeline for delivery/implementation.

TDOT staff will initiate contracts upon receipt of the required documentation. The SFY2026 contracts will be dated from July 1, 2025 – June 30, 2026. All contracts will be written for the entire allocated amount and there will be no contract extensions. Unspent funds will be reallocated based on TDOT discretion. If a grantee is unable to accept their SFY2025 UROP allocation, please notify TDOT as soon as possible.

If you have any questions, please contact Dequantez Sandifer via email at Dequantez.Sandifer@tn.gov, or by phone at 615-770-1921.

Best regards,

Daniel Pallme

Dan Pallme
Assistant Bureau Chief

cc: Preston Elliott, TDOT Deputy Commissioner/Chief
Kaitlyn McClanahan, TDOT Public Transportation Manager
Jason Spain, TPTA Executive Director



AGENDA ACTION FORM

Consideration of a Resolution Accepting Funding through the Tennessee's America 250 Grant

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-315-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Michael Price

Presentation By: Michael Price

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City of Kingsport will receive \$25,000 from the Tennessee's America 250 Grant.

This grant will be used to fund a community-wide Kingsport 250 initiative to honor the United States Semiquincentennial through media, marketing, and public engagement at key community events. As part of Tennessee's America 250 celebration, the city will create commemorative signage, targeted marketing campaigns, a dedicated website, and coordinated social media content to highlight the importance of America's 250th anniversary.

These efforts will coincide with key Kingsport events such as the Mack Riddle Fourth of July Parade, Red White and Boom, Fun Fest and other summertime events.

A maximum amount of \$25,000 was awarded in funding and no match is required.

Attachments:

1. Resolution
2. Summary
3. Contract

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE APPLICATION FOR AND AUTHORIZING THE RECEIPT OF COMMUNITY SUPPORT GRANT FUNDS FROM THE TENNESSEE COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Tennessee General Assembly appropriated funds to the Tennessee State Museum to provide grant funds for the United States semiquincentennial celebration; and

WHEREAS, community support grants were established to fund projects which would interpret and preserve Tennessee's unique stories, objects, landmarks, and places across the state; and

WHEREAS, an application was submitted on behalf of the city and \$25,000 in grant funding has been awarded for which no match is required.

Now therefore,

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

SECTION I. That the application for the Tennessee's America 250 Community Support Grant, is ratified.

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, all documents necessary and proper to apply for and receive the Tennessee's America 250 Community Support Grant and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the application or 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 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 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



STATE MUSEUM

EXPERIENCE TENNESSEE

Form Name:	America 250 Project and Community Support Grant
Submission Time:	September 12, 2025 1:39 pm
Browser:	Chrome 139.0.0.0 / Windows
IP Address:	75.131.54.162
Unique ID:	1380199724
Location:	

Tennessee's America 250 Project Support and Community Support Grants

Which type of grant are you applying for?	Community Support Grant
Project Title	Kingsport 250
Applicant Organization's Legal Name	The City of Kingsport
Organization Type	Affiliated with a Government Agency (County or Municipality Organizations)
Address of Applicant Organization	415 Broad St Kingsport, TN 37660
County of Applicant Organization	Sullivan
Name of Project Director	Michael Price
Email Address of Project Director	michaelprice@kingsporttn.gov
Phone Number of Project Director	14235305416

Project Summary: Please provide an overview of the project that explains how your project meets the grant criteria and relates to Tennessee's America 250. Make sure to address the project type and subject matter/themes, goals, and target audience.

The City of Kingsport proposes a community-wide Kingsport 250 initiative to honor the United States Semiquincentennial through media, marketing, and public engagement at key community events. As part of Tennessee's America 250 celebration, the city will create commemorative signage, targeted marketing campaigns, a dedicated website, and coordinated social media content to highlight the importance of America's 250th anniversary. This project aligns with Category III: Exhibitions and Programs, supporting media initiatives by developing digital content and outreach platforms, and enhancing festivals and performances by incorporating America 250 themes into Kingsport's most prominent civic gatherings.

By integrating the Semiquincentennial into annual traditions such as the Independence Day Parade, Red White and Boom Fireworks, and Fun Fest, the project aims to ensure broad and ongoing community participation. These events draw thousands of residents and visitors, offering ideal opportunities to raise awareness, foster civic pride, and connect local audiences to the larger celebration of America's founding. The initiative's themes will highlight Tennessee's role during the Revolutionary era and its contributions to shaping the nation, while encouraging reflection on values like independence, unity, and civic responsibility.

The objectives of Kingsport 250 are fourfold: to enhance public understanding of Tennessee and Kingsport's place in America's 250-year history; to offer inclusive opportunities for residents and visitors to participate in the commemoration; to establish a lasting legacy through signage, a website, and digital archives that extend beyond event dates; and to build stronger partnerships with the Sullivan County America 250 Commission, local schools, and community organizations.

The target audience includes local residents who attend Kingsport's parades, fireworks, and Fun Fest; regional visitors traveling to Kingsport for events; students and educators using the website and social media platforms as educational tools; and tourists eager to learn about Tennessee's role in the nation's history through heritage-based programs. By incorporating TN250 branding and educational components into its most celebrated traditions, Kingsport will become a prominent hub for Tennessee's America 250 observance, connecting the community to the national celebration and ensuring that the city's history, culture, and contributions are recognized as part of this significant milestone.

Regional Collaboration: The initiative also emphasizes cooperation beyond city limits. By working together, Kingsport, Bristol, Sullivan County, Bluff City, Piney Flats, Blountville, and the Rocky Mount State Historic Site, through the TN250 grant, will connect programming to regional heritage sites and civic celebrations. This multi-community partnership ensures that Tennessee's

America 250 commemoration resonates across the broader Tri-Cities area, showcasing the history.

How does the proposed project create public engagement/access and/or community participation around Tennessee's America 250 commemorations?

Kingsport 250 fosters widespread public engagement by integrating Tennessee's America 250 commemoration into Kingsport's largest and most inclusive community events. By incorporating TN250 themes, signage, and messaging into the Independence Day Parade, Red White and Boom Celebration, and Fun Fest, the project ensures that thousands of residents and visitors directly experience and interact with the commemoration in festive and meaningful settings. These events already attract diverse audiences across generations, socioeconomic backgrounds, and geographic regions. Connecting them to the Semiquincentennial will maximize visibility and participation, making the commemoration a lasting part of community traditions.

Beyond live events, the project expands access through digital platforms. A dedicated website and coordinated social media campaign will share stories, historical content, event details, and educational resources related to America 250. This strategy encourages ongoing engagement beyond specific event dates, reaching audiences who may not be able to attend in person. Digital platforms also enable interactive participation, allowing community members to share their own family histories, reflections, and photos tied to Tennessee's heritage and Kingsport's role in American history.

By blending prominent live events with accessible digital platforms, the Kingsport 250 project offers multiple ways for people to get involved. Families attending fireworks, students exploring history online, teachers using resources in classrooms, and visitors coming to Kingsport for Fun Fest will all have chances to connect with Tennessee's America 250. The initiative guarantees that the celebration is visible and inclusive. Kingsport 250 will enhance the community's bond to its local heritage and the nation's shared history.

The Kingsport 250 initiative will serve as both a local celebration and a regional connector, amplifying Tennessee's America 250 commemoration across multiple communities. By working in partnership with Bristol, Sullivan County, Bluff City, Piney Flats, Blountville, and the Rocky Mount State Historic Site, the project will highlight the shared Revolutionary-era history of Northeast Tennessee while engaging audiences from a broad geographic area.

Each community partner brings unique traditions and venues that expand the reach of the Semiquincentennial.

Bristol contributes its strong musical heritage and bicultural identity as a city spanning two states, offering opportunities to link American independence with themes of cultural unity and identity.

Sullivan County provides countywide support and alignment with schools, civic groups, and historical organizations, ensuring grassroots participation across both urban and rural areas.

Rocky Mount State Historic Site, Tennessee's first territorial capital, offers a living-history venue where Revolutionary-era stories can be told with authenticity and depth, anchoring the commemoration.

What is the project's timeline, including key dates or benchmarks?

Kingsport 250 will synchronize with Kingsport's major summer events, ensuring high visibility and broad-based engagement. It will start with a strong digital launch, building early excitement, while Red, White & BOOM and Fun Fest provide ideal platforms for meaningful public connection. The post-event wrap-up ensures that Kingsport 250 leaves a lasting imprint-digitally and communally-long after the festivities conclude.

Phase 1: Strategic Planning & Pre-Launch (January - Early July 2026)

January-March 2026: Form project leadership team, finalize collaborations with schools, cultural institutions, and partners. Develop designs for commemorative signage, outline website structure, and create a social media content plan.

By early June: Launch the Kingsport 250 website and social platforms to build early momentum and awareness leading into the summer events.

Phase 2: Red, White & BOOM - July 2026

Activities: Install Kingsport 250 branding and signage throughout downtown.

Distribute event materials featuring America 250 themes (e.g., flyers, banners, hashtags, QR codes directing to the Kingsport 250 digital hub).

Coordinate with event organizers to incorporate TN250 visuals into the evening's concert and fireworks presentation.

Follow up with a social media recap and drive traffic to the website for continued engagement.

Phase 3: Fun Fest - July 2026

Fun Fest 2026 will take place from July 17 to July 25

Key Engagement Points:

Mid-July (e.g., July 14-16): Kick off with a creative community activity such as a "Trash Barrel Paint-In"-transforming everyday city fixtures into vibrant Kingsport 250 art pieces.

July 2026: Launch Kingsport 250 presence in opening ceremonies; parade participants and routes feature Semiquincentennial branding.

Distribute signage, host interactive TN250 learning booths, and share content across Fun Fest locations like concerts, street fairs, and youth activities.

Phase 4: Post-Event Engagement & Legacy (August - September 2026)

August 2026: Publish curated content-photos, video highlights, resident stories-to the Kingsport 250 website and social media. Launch a community call for user-generated submissions: family stories, historical reflections, and personal snapshots tied to Tennessee's 250-year legacy.

September 2026: Analyze engagement-track website visits, social media metrics, and event attendance. Compile insights into a final report to share with stakeholders, community partners, and TN250 grant administrators.

By coordinating TN250 themes across parades, festivals, and heritage events in the entire region. Kingsport 250 ensures that public engagement is not limited to one city but resonates across the Tri-Cities and Sullivan County region. Residents and visitors will encounter consistent messaging, signage, and storytelling at multiple events, reinforcing the Semiquincentennial as a unifying theme throughout the summer of 2026.

Project Budget<https://www.formstack.com/admin/download/file/18500018343>

General Operating Budget<https://www.formstack.com/admin/download/file/18500018344>

Completed and physically signed Form W-9. Please note- no electronic signature will be accepted.<https://www.formstack.com/admin/download/file/18500018345>

By initialing here, you are certifying that the information provided in this application is truthful and accurate to the best of your knowledge.

KMP

By initialing here, you are certifying that you understand that all required documents must be complete and submitted by the deadline with this form. Required documents may not be submitted after this submission. Updated or duplicate application will not be reviewed.

KMP



Project Budget:

Kingsport 250 – Proposed Budget

Total Project Budget: \$60,000

1. Media & Marketing (\$20,000)

Website design, hosting, and maintenance: \$7,500

Social media content creation & management (graphics, video snippets, campaign support): \$5,000

Print collateral (flyers, banners, posters, signage): \$5,000

Photography & videography documentation (events, legacy archive): \$2,500

2. Event Integration & Programming (\$25,000)

Parade branding & float design (Independence Day Parade & Fun Fest): \$5,000

Red, White & BOOM TN250 branding, concert screen visuals, and promotional booths: \$7,500

Fun Fest TN250 signage, festival booth activations, and interactive exhibits: \$10,000

Community art activity (Trash Barrel Paint-In supplies, artist facilitation): \$2,500

3. Educational & Community Engagement (\$7,500)

Development of TN250 educational content for website/social media (lesson plans, short videos, digital history features): \$5,000

Partnerships with schools and civic groups (stipends, materials, transportation support): \$2,500

4. Administration & Evaluation (\$7,500)

Project management & staff coordination (part-time allocation): \$5,000

Evaluation & reporting (data collection, analytics, community survey, final grant reporting): \$2,500

Budget Summary:

TN250 Grant: \$25,000.00

City of Kingsport: \$35,000.00

Total Project Budget: \$60,000.00



**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 30, 2025

To: **Project Director Price
The City of Kingsport
415 Broad St
Kingsport, TN 37660**

From: **Ashley Howell, Executive Director, Tennessee State Museum and Chair,
Tennessee Commission for the United States Semiquincentennial**

In the State of Tennessee's Public Chapter 966, House Bill 2973, passed in 2024, reads as follows:

To provide non-recurring funding to support Tennessee's participation in the United States Semiquincentennial Celebration, State Museum, \$2,145,000.

Award:

The City of Kingsport has been selected to receive funding in the amount of \$25,000 for the Kingsport 250 project *as described in the submitted grant application*. Projects must be completed by **April 30, 2027**.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

- a) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
 - b) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
 - c) You must have a completed W-9 Form and a signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.
1. Return to the State agency head the following materials together:
- a) This signed Letter of Agreement and
 - b) *W-9 Form* - (submitted with application. However, if corrections are needed you will be contacted)

We encourage you to return these materials by **December 1, 2025**. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials. *Please refer to the Tennessee America 250 Grant Usage and Reporting Guidelines in your award email for a list of requirements for funding disbursement including acknowledgement requirements.*

If you should have any questions or comments or need any assistance responding to this request, please email: tn250@tn.gov

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department: tn250@tn.gov

On behalf of the ***City of Kingsport***, I hereby agree to the aforementioned terms and conditions.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number
Number

Federal Taxpayer Identification



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Renewal of EMS LINQ Software for School Nutrition Services and Authorizing the Mayor to Execute All Agreements Pertaining to the Renewal

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-312-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Committee

Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will renew the school nutrition services software EMS LINQ which is used by families in the district to add funds to their student accounts for the 2026 calendar year for a total cost of \$18,954.95.

Effective January 1, 2022, the City entered into an agreement with EMS LINQ, Inc., for a new software package for School Nutrition Services. At this time, the vendor requests that a renewal agreement be executed for the 2026 calendar year. The quoted price in the original agreement was \$15,795.00; however, schools nutrition added an additional point of service at DB Excel in 2024 which increased the annual total to \$18,954.95.

Funding is identified in the School Nutrition Services Fund.

The Board of Education approved renewing the agreement for the 2026 calendar year on November 11, 2025.

Attachments:

1. Resolution
2. Quote
3. Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF EMS LINQ SOFTWARE FOR SCHOOL NUTRITION SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, staff recommends renewing the software for School Nutrition Services with EMS LINQ, Inc., for a total of \$18,954.95; and

WHEREAS, the city entered into a ten-year agreement effective January 1, 2022, with EMS LINQ, Inc., for software for School Nutrition Services; and

WHEREAS, the Board of Education approved renewing the agreement for calendar year 2026 on November 11, 2025; and

WHEREAS, funding for the software is available in the School Nutrition Services Fund.

Now therefore,

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

SECTION I. 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, Quote # Q-160878-1 with EMS LINQ, LLC and any other documents necessary and property for the renewal of software, to deliver the documents and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Quote for

City of Kingsport for its Kingsport City School District

Dear Jennifer,

As the industry continues to evolve, we want to ensure your district has the reliable, cloud-based solutions and consultative support you need to focus on what's important – ensuring students are healthy, safe and ready to learn.

By partnering with LINQ, you have the opportunity to work with a team of industry veterans and former school administrators who are committed to supporting you every step of the way. You will gain exclusive access to the industry's only full suite of integrated solutions that help improve your operational efficiency, optimize financial performance, and increase participation from students to states across nutrition, digital, and finance.

In addition to the industry's most innovative and time-saving tools, LINQ's dedicated team is committed to providing you with the peace of mind your nutrition program needs to succeed.

With your support, we truly can be stronger together.

Sincerely,
Bryan Jones
CEO | LINQ

EMS LINQ, LLC

Empowering the Business of K-12

2801 Via Fortuna, Suite 400
Austin, TX 78746

Phone: (888) 464-5467
Fax: (737) 358-9282
Email: jcline@linq.com

Quote #: Q-160878-1
Start Date: 1/1/2026
End Date: 12/31/2026
Expires On: 12/31/2025

Customer Contact

Jennifer Walker
14235717988
jwalker@k12k.com

Superintendent:

Bill To

City of Kingsport for its
Kingsport City School District
400 Clinchfield St
Kingsport, Tennessee 37660

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Jessica Cline	jcline@linq.com	12 months	Net 30

Terms & Conditions

QTY	PRODUCT	DESCRIPTION	NET PRICE	EXTENDED
13.00	Nutrition Front of House - Annual Subscription		\$1,043.51	\$13,565.63
26.00	Point of Service Included in Bundle		Included	\$0.00
13.00	Student Management, Eligibility & Reporting		Included	\$0.00
15.00	Point of Service Add On		\$66.71	\$1,000.65
1.00	LINQ Connect		\$0.00	\$0.00
13.00	Nutrition Back of House Basic Add-On - Annual Subscription		\$337.59	\$4,388.67
13.00	Inventory		Included	\$0.00
13.00	Purchasing		Included	\$0.00
Subtotal:				\$18,954.95

Tax:	\$0.00
Shipping:	
Grand Total:	\$18,954.95

Additional Comments

EMS LINQ, LLC all rights reserved
Q-160878

Item XII2.

- The Order Form term will renew for subsequent 12 month terms (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least 30 days before the end of the current term.
- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date **subject to the appropriations process of the City of Kingsport's Department of Education and in compliance with Article X, Section 10 of the Charter of the City of Kingsport.**
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services **subject to the appropriations process of the City of Kingsport's Department of Education and in compliance with Article X, Section 10 of the Charter of the City of Kingsport.**
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to **the Agreement for Services effective January 1, 2022, by and between EMS LINQ Inc. and CITY OF KINGSPORT.**
- The parties below acknowledge that they have read the agreement, understand it and agree to be bound by its terms.

Customer: City of Kingsport for its Kingsport City School District

Signature:

Name:

Business Title:

Authority Level:

Date:

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

EMS LINQ, LLC

Cody Draper, CFO

Date: _____

DS

EMS LINQ, LLC all rights reserved
2-160878

REVIEWED
FOR
FORM

Item XII2.

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective on January 1, 2022, by and between EMS LINQ, Inc., hereinafter referred to as "COMPANY" and the CITY OF KINGSPORT, for its Kingsport City Schools, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, CITY has need for services and other adjunct services as may be authorized by CITY as set forth in the Request for Proposal with a response time of September 22, 2021, at 4:00 p.m. Eastern time, and;

WHEREAS, COMPANY desires to provide such services and being competent to do so;

NOW THEREFORE, CITY and COMPANY in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT, SERVICES, AND SCHEDULE

1.1 The Agreement will consist of the following:

- (A) This Agreement;
- (B) City of Kingsport's Request for Proposals, dated September 5, 2021 and Addendum I dated September 13, 2021, a copy of which is attached as Exhibit A, except for the TERM OF CONTACT on page five (5); and
- (C) COMPANY'S entire Proposal, including the Technical Proposal, consisting of forty-two (42) pages and the Cost Proposal, consisting of five (5) pages dated September 22, 2021, a copy of which is attached as Exhibit B.

Exhibit A and Exhibit B are incorporated herein by reference and made a part of this Agreement as if they were set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the CITY and/or impose the greater obligation on COMPANY shall control.

- 1.2 The work and services to be performed (hereinafter referred to as "Services") by COMPANY shall be in accordance with COMPANY's Scope of Work, as detailed in Exhibit B.
- 1.3. On receiving authorization to proceed with the work, COMPANY shall proceed with the Scope of Work contained in Appendix and shall proceed on a schedule mutually agreed with CITY.

- 1.4 As part of its Services COMPANY agrees to update this web-based product as it is revised, providing CITY with the most up-to-date version throughout the term of this Agreement.

ARTICLE II TERM

- 2.1 The term of this Agreement will begin on the “Effective Date”; and, unless earlier terminated as provided in this Agreement, will continue to June 30, 2031.
- 2.2 Throughout the term of this Agreement, COMPANY agrees to make all commercially reasonable efforts to provide thirty (30) days advance notice to CITY if there are changes to personnel that directly work with the CITY to provide these Services.

ARTICLE III COMPENSATION

- 3.1 Unless terminated in accordance with the terms and conditions of this Agreement, CITY will pay COMPANY over the term of this Agreement as follows and as shown in the last chart on page 5 of the RFP Cost Proposal that is a part of Exhibit B:

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500BOH training		\$24,295
Year 3			\$15,795
Year 4			\$15,795
Year 5			\$15,795
Year 6			\$15,795
Year 7			\$15,795
Year 8			\$15,795
Year 9			\$15,795
Year 10			\$15,795

- 3.2 Annually, on the anniversary date of this Agreement COMPANY shall submit an invoice to CITY in a form consistent with CITY's needs for the upcoming year set out above in section 3.1. The invoices are to be signed and certified as to their accuracy.
- 3.3 CITY will promptly review invoices. CITY may require any additional information deemed necessary and appropriate to substantiate the invoice. CITY shall have ten (10) work days from date of receipt from COMPANY of an invoice to reject all or any part of the invoice. Payment terms of all undisputed invoices are net thirty (30) calendar days from the dates of the invoices.
- 3.4 For any dispute invoice or part thereof CITY shall provide written notice of such disputed invoice to COMPANY via the notice provisions set out herein within forty-five (45) days. An additional fifteen (15) days is allowed for CITY to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CITY that shall include either a justification of the invoice or an explanation of an

adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CITY to resolve any issues presented in CITY's notification to COMPANY. CITY may withhold payment of only the amount actually in dispute and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Any invoice not disputed as described above shall be deemed accepted by the City. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under this Agreement.

ARTICLE IV INDEPENDENT CONTRACTOR

- 4.1 COMPANY warrants to be an independent contractor and responsible for its Services, and not as the agent of CITY, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by COMPANY shall create any contractual relationship between any such subcontractor and CITY. COMPANY shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. COMPANY shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. COMPANY agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE V COMMITMENT OF PERSONNEL AND GENERAL WARRANT

- 5.1 COMPANY represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with CITY.
- 5.2 All the Services required hereunder will be performed by COMPANY or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.
- 5.3 COMPANY represents and warrants that it has the resources necessary to provide the products and services called for in this Agreement, and all services will be performed in a professional and workmanlike manner consistent with the practices and standards of care generally-accepted within and expected of company's industry. COMPANY further represents and warrants that the Services will conform to its published specifications, operate in substantial compliance with applicable documentation, and will be free from material deficiencies and defects in materials, workmanship, design, and/or performance in accordance with the specifications set forth in this Agreement.

- 5.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY TENNESSEE LAW.

ARTICLE VI LIABILITY AND INSURANCE

- 6.1 COMPANY shall fully indemnify, defend and hold harmless the CITY, its Board of Mayor and Aldermen, employees, officers, and volunteers from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of COMPANY, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by COMPANY. The provisions of this Article VI shall survive the termination or expiration of this Agreement and extends beyond any recovery from insurance or third-party until the CITY is restored to its pre-loss condition.
- 6.2 COMPANY shall at its own expense secure and maintain in effect throughout the duration of and for a period of one year after the contract insurance of the following kinds in no less than the limits specified for itself as well as for any of its subcontractors. The types of policies and limits listed below are the minimum required for COMPANY and any of its subcontractors. All policy limits shall be available for the benefit of the CITY on a primary and noncontributory basis notwithstanding any limits required herein.
- 6.3 All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in and by the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent by the CITY as an approved alternate. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its Board of Mayor and Alderman, officers, volunteers, agents, and employees are additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." All applicable policies shall be endorsed naming the CITY as an additional insured using that same language. The Certificate of Insurance shall also clearly T the following: "Should any of the above described policies be canceled before the expiration date, the issuing company shall provide a thirty (30) day written notice to the certificate holder." Bidder shall provide a complete certified copy of any policy including all endorsements and exclusions upon request.
- 6.4 The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial general liability:

COMPANY shall have coverage on an ISO CGL Special Coverage Form or its equivalent for Bodily Injury, Property Damage, Contractual, and XCU (Explosion, Collapse, and Underground) coverages in the amount of \$1,000,000 per occurrence and \$2,000,000 in a general aggregate.

(B) Workers' Compensation:

Workers' compensation coverage shall be issued covering any employees with the State of Tennessee listed in 3A of the policy and provide benefits as required by Title 50 of the Tennessee Code Annotated without limit. The policy shall include Employer's Liability coverage in the amount of \$1,000,000. The COMPANY agrees to obtain and maintain any other coverages such as Longshore and Harbor Workers' Compensation Act or Jones Act if required under Federal Law.

(C) Business Auto Coverage:

COMPANY shall obtain and maintain, at least \$1,000,000 of combined single limit coverage for bodily injury and property damage caused by any owned, non-owned, or hired vehicles including trailer and mobile equipment that is subject to financial responsibility, licensure, or registration.

(D) Professional Liability:

COMPANY shall obtain and maintain, at least \$1,000,000 of per occurrence professional liability insurance coverage for any alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract. Coverage shall begin prior to beginning any work on behalf of the City or this contract and shall extend to the end of Tennessee's Statute of Repose from the later of the contract term or completion of all work thereto.

(E) Technology Errors & Omissions Liability Coverage:

COMPANY agrees to maintain Technology Errors & Omissions Liability coverage with a limit of liability not less than \$5,000,000 Per Claim, \$10,000,000 Annual Aggregate, or a \$10,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, COMPANY agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve COMPANY of the obligation to provide replacement coverage.

- 6.5 CITY shall be included as an Additional Named Insured for Vicarious Liability as in respect to the COMPANY'S actions on behalf of CITY. COMPANY understands and agrees to pay for any deductible or other retention of it or any of its subcontractors for

any claim arising from any policy or program covering this agreement. It is further agreed that any insurance protection required by this Agreement or otherwise provided by COMPANY, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, the City of Kingsport, Tennessee, its boards, officers, volunteers, agents, and employees. COMPANY waives and shall have its insurers waive, its rights of subrogation.

ARTICLE VII DATA PROTECTION

- 7.1 To the extent that city's data contains personal data about any living individual ("Data"), COMPANY will process that Data only as a Data Processor acting on behalf of CITY (as the Data Controller) and in accordance with the requirements of this Agreement.
- 7.2 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 7.3 Parties will at all times comply in full with the requirements of any applicable privacy and data protection laws.
- 7.4 COMPANY will process the Data in accordance with CITY's instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.
- 7.5 In the course of providing CITY with the services described in the Agreement, COMPANY may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the LINQ Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Your Data.
- 7.6 CITY agrees that COMPANY's Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about COMPANY's products or services in order to: (a) maintain and improve the performance and integrity of COMPANY's products or services, (b) understand which COMPANY'S products or services are most commonly deployed and preferred by customers and how customers interact with COMPANY's products or services, (c) identify the types of COMPANY products and services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable any living individual to be identified.
- 7.7 COMPANY will have in place and will maintain throughout the Term of this Agreement,

appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.

- 7.8 COMPANY is authorized to subcontract processing of Data under this Agreement to a third party provided that: (a) COMPANY flows down its obligations to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Article VII, and (b) COMPANY will remain fully liable to CITY for the acts, errors and omissions of any subcontractor it appoints to process the Data.
- 7.9 COMPANY will at all times provide an adequate level of protection for Data that it processes on behalf of CITY.
- 7.10 Neither the Service nor the COMPANY's Products or systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that LINQ is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, CITY agrees, on behalf of itself and, to the extent permitted by Tennessee law, its users, not to use the COMPANY's Products or provide access to or submit any PHI to COMPANY when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the CITY's Data. CITY agrees that COMPANY may terminate this Agreement immediately, if CITY is found to be in violation of this Section.
- 7.11 COMPANY shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. COMPANY will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and COMPANY will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, COMPANY will provide such information reasonably requested by CITY in order for CITY to verify COMPANY's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.
- 7.12 In the event of a security breach, COMPANY will notify CITY and those affected by such breach regarding the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. COMPANY will use commercially reasonable efforts to notify those affected within 48 hours. COMPANY will notify CITY via telephone & email; parents will be notified via email.
- 7.13 CITY acknowledges that COMPANY's privacy policy (which may be viewed at https://www.Linqk12.com/application/files/9715/8999/3875/LINQ_PrivacyPolicy_May_2020.pdf) shall apply to any Personal Data received or collected by COMPANY from the Users. COMPANY may make unilateral changes to its Privacy Policy, provided any such

changes are subject to the provisions of this Agreement, and shall not alter this Agreement, and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.

ARTICLE VIII LICENSE AGREEMENT

- 8.1 Upon CITY's payment for the software products license fees set forth in this Agreement, COMPANY shall grant to CITY and CITY shall accept from COMPANY a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services referenced herein, and, unless prohibited by law, will provide access to any person designed by CITY as a User.
- 8.2 COMPANY shall use commercially reasonable efforts to display its content for access and use by CITY's Users twenty-four (24) hours a day, seven (7) days a week, subject to pre-scheduled, pre-announced downtime for routine maintenance, emergency maintenance, and system outages beyond COMPANY' control.
- 8.3 CITY acknowledges that COMPANY alone (and its licensors, where applicable) shall own all rights, title and interest in and to COMPANY' software, website or technology, and the Services provided by COMPANY, and this Agreement does not convey to CITY any rights of ownership to the same. COMPANY name and logo are trademarks of COMPANY, and no right or license is granted to CITY to use them.
- 8.5 Except as otherwise agreed in writing or to the extent necessary for CITY to use the Services in accordance with this Agreement, CITY shall not: (i) copy the course content in whole or in part except for Users to be able to study and have instruction; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of COMPANY or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any COMPANY software.

ARTICLE IX SYSTEM MAINTENANCE

- 9.1 For as long as this Agreement is in place, COMPANY shall ensure that the software provided as a Service pursuant to this Agreement does not materially differ from the requirements in Exhibit B. COMPANY agrees to ensure that the software is kept up-to-date during the term of this Agreement, and the CITY will have access to this up-to-date software at no additional cost.
- 9.2 COMPANY reserves the right to change the functionality of future releases of its software and CITY understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

ARTICLE X TERMS AND CONDITIONS

- 10.1 This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 10.2 This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 10.3 To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 10.4 COMPANY shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 10.5 In additions to the termination provisions in Exhibit A, if through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by COMPANY under this Agreement shall, at the option of CITY, become its property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, COMPANY shall not be relieved of liability to CITY for damages sustained by virtue of any breach of the agreement by COMPANY and CITY may withhold any payments to COMPANY for the purpose of set off until such time as the exact amount of damages due CITY from COMPANY is determined. If CITY decides to terminate the Agreement, COMPANY will, at CITY's option, assist to cause the orderly transition and migration with regard to CITY's data and information (Transition Assistance). COMPANY reserves the right to charge reasonable fees and expenses to comply with this requirement. As part of this Transition Assistance (a) COMPANY and CITY will work together to develop a transition plan setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed.
- 10.6 All data migrated and/or entered into the COMPANY's software or system that are not

part of the COMPANY's base product created or delivered by COMPANY to CITY during this Agreement, together with the associated copyright and intellectual property rights, shall, unless otherwise indicated herein, be owned by CITY. CITY retains all right, title, and ownership of any CITY-created items it develops during the term of this Agreement. COMPANY shall obtain written permission from CITY to use any of these courses or tests for other customers.

- 10.7 All data pertaining to CITY or its employees processed by or stored in the system shall be kept confidential, shall be used only to carry out this Agreement, and may not be disclosed to anyone except employees, agents and contractors of COMPANY who have a "need to know" the same in order to further or facilitate the performance of the COMPANY's services and who are legally bound to respect the confidentiality thereof. All such data shall be and remain the property of CITY. COMPANY shall provide CITY with additional assurances or evidence of compliance regarding the confidentiality of such matters as CITY considers necessary or appropriate to comply with applicable laws and regulations.
- 10.8 COMPANY shall exercise reasonable care for the protection of such data and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is lost or destroyed because of any act or omission of COMPANY or any noncompliance with the obligations of COMPANY under this Agreement, then COMPANY shall, at its own expense, use its best efforts to reconstruct such data as soon as feasible.
- 10.9. The Services to be provided by COMPANY under the terms and conditions of this Agreement will be provided according to this Agreement. Both parties understand that time is of the essence.
- 10.10 In the event that a conflict arises that cannot be resolved between the parties, CITY and COMPANY agree that all disputes arising out of or relating to this Agreement or the Services that cannot be resolved by the parties shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Rules of the Tennessee Supreme Court. Mediation shall take place in Kingsport, Tennessee, unless otherwise mutually agreed to another location. The parties will share equally in the cost of the mediator. Request for mediation shall be filed in writing with the other party to this Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order. The mediator will be selected by the parties. If the parties cannot agree to a mediator, each party will select a mediator and those two mediators will select a mediator not selected by either party and such individual will serve as the mediator.
- 10.11 Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither CITY nor COMPANY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Service or to this Agreement. This mutual waiver of consequential

damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- 10.12 This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement. The Parties expressly disclaim any alternate terms and conditions accompanying drafts, invoices, virtual documents, or purchase orders issued by either Party.
- 10.13 Neither COMPANY nor CITY is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 10.14 The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 10.15 COMPANY is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
- 10.16 The services to be performed by COMPANY pursuant to this Agreement with CITY are intended solely for the benefit of CITY, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on COMPANY's performance of its services hereunder, and no right to assert a claim against CITY or COMPANY, its officers, employees, agents or contractors shall accrue to COMPANY or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of COMPANY's services hereunder.
- 10.17 Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 10.18 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms,

tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

10.19 CITY is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

10.20 All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. All notices under this Agreement (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the fifth business day after the day it is deposited in a regular depository of the United States mail. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

Notice to COMPANY: EMS LINQ, Inc.
2528 Independence Boulevard, Suite 200
Wilmington, North Carolina 28412
ATTN: Ms. Gina Dillon

Notice to CITY: Kingsport City Schools
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660
ATTN: Superintendent

With a copy to: City Attorney
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

10.21 COMPANY represents that the software conforms 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, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), 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. COMPANY shall provide CITY a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. COMPANY shall promptly respond to and resolve any complaint regarding accessibility of its products or services. COMPANY further agrees to indemnify and hold harmless CITY from any claims arising out of COMPANY's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.


- 10.22 The parties are both business entities having substantial experience with the subject matter of this Addendum, and each has fully participated in the negotiation and drafting of this Addendum. 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.
- 10.23 Notwithstanding anything to the contrary no virtual document, including any “clickwrap”, “clickthrough”, or “click and accept” terms, or similar prerequisite to the use of Company’s product which purports to act as a user’s acceptance of terms and conditions is an agreement binding on CITY, and CITY’s use directly or through its employees or contractors of any webpage, website, or any other virtual platform will not bind CITY to any purported agreement. The express intent of the parties hereto is that this Agreement shall serve as the sole Agreement between the parties. No employee of CITY or any other person, without proper authorization, can bind CITY to any terms, contract, or agreement and only authorized representatives may bind CITY through a written document which has been attested to by the city recorder and the city attorney. Anything not contained in this Agreement including other agreements or understandings, be they in physical, verbal, or electronic form, such as but not limited to “clickwrap”, “click-through”, “click and accept” or any other form, are null, void, and without effect as it applies to CITY. Anything declaring that it is an Agreement that is not in a physical writing and that is not 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 are not agreements of CITY, and shall not alter this Agreement and shall not materially alter the use of the service or reduce the level of protection provided to CITY at the time of the execution of this Agreement.
- 10.24 No member, official, or employee of CITY shall be personally liable to COMPANY 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
- 10.25 This Agreement forms the entire Agreement between CITY and COMPANY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

EMS LINQ, INC.

CITY OF KINGSPORT for its Kingsport
City Schools

By: 
58360834F9D04A9...

By: 
72D36825DF7443D...

Date: 12/8/2021

Date: 12/9/2021

ATTEST. DS
DocuSigned by:
Angie Marshall
AD9E467A1BD0B480
City Recorder

APPROVED AS TO FORM:
DocuSigned by:
J. Michael Billingsley
90246FFA1976462...
City Attorney

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, September 22, 2021, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: School Nutrition Management Software

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/> Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked in accordance with the RFP documentation. The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 09/05/2021

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on September 22, 2021 at which time it will be publicly opened in 415 Broad Street, 4th Floor, Conference Room 436, Kingsport, Tennessee.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660
Proposal for School Nutrition Management Software
- C. An original hard copy and three (3) additional hard copies of the Proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email to the Assistant Procurement Manager, Schools, ssloan@k12k.com by the end of the business day, September 10, 2021, and an addendum will be issued by 4:00 P.M., Eastern Time, on September 17, 2021 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.
- The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.
- All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."
- Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.
- This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.
- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.

O. **CONFLICT OF INTEREST:**

No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.

No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

P. **DRUG FREE WORKPLACE REQUIREMENTS:**

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Q. **ELIGIBILITY:**

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

R. **GENERAL:**

Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

Such offer is genuine and is not a collusive or sham offer.

S. **IRAN DIVESTMENT ACT:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

T. **NON-COLLUSION:**

Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

PURPOSE

The City of Kingsport for its Kingsport City Schools, hereinafter referred to as “the District” or “KCS”, has issued this Request for Proposals (RFP) exclusively on behalf of the School Nutrition Program to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Department’s process for evaluating proposals and selecting a proposer to provide the needed product/service.

Through this RFP, the District seeks to procure the best services at the most favorable, competitive prices.

The District intends to procure a cloud-based School Nutrition Management Software for twelve (12) school kitchens/ cafeterias throughout the Kingsport City School district and SN central office/warehouse. The District has an active enrollment of approximately 7,500 students with 40 point of sales computers. The intent of the RFP is to obtain information leading to the selection of a School Nutrition Management Solution that will best meet the functional, technical, and service needs of the District. The goal of the School Nutrition Management Software Solution is to improve the efficiency of both the front and back of house operations. The solution is expected to provide cloud-based computing that is user and customer friendly.

The District operates the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Fresh Fruit and Vegetable Program, Community Eligibility Provision meal plan, Seamless Summer Program, Free & Reduced meal program and the USDA Foods (Commodities) program. The District currently operates under the CEP meal plan and the Free & Reduced Meal Program.

AWARD

The right is reserved, as the interest of KCS may require, to reject any and all proposals and to waive any informality in proposals received. The contract shall be awarded to the responsible proposer whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to KCS, price and other factors considered, subject to the Board of Education and Board of Mayor and Alderman approval. An award mailed or otherwise furnished to the successful proposer within the time for acceptance specified in the proposal results in a binding contract without further action by either party. If a prospective proposer does not agree with the contract award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the City of Kingsport Procurement Manager no later than seven (7) days from award date. City of Kingsport will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. In the event no funds are appropriated by KCS for the goods and services specified or insufficient funds exist for future orders, KCS is under no obligation to make a RFP award or purchase.

Tie-Bids – A tie bid exists where two or more proposers offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:

1. Quickest implementation time
2. By lot or coin toss

CONFLICT RESOLUTION

In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the City of Kingsport Procurement Manager. The vendor must state their complaint in detail and in writing to the Procurement Manager within ten (10) working days of the complaint. The Procurement Manager will notify the State School Nutrition Department of the complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Procurement Manager for resolution between the vendor and the Department of School Nutrition.

TERM OF CONTRACT

This Contract, upon approval by the Board of Education and Board of Mayor and Alderman, shall commence at the end of the 2021-2022 school year and continue through the 2022-2023 school year. Kingsport City Schools Nutrition Services will send a notice of contract renewal, either terminating at the end of the contract year or requesting a renewal for the upcoming school year, provided that cost and service is acceptable.

ADD NEW LOCATIONS

KCS reserves the right to add to this contract additional schools that are built/opened during this bid, under the same conditions and same bid price. All services are to be provided and maintained to meet all applicable federal, state and local regulations, laws, and guidelines. KCS reserves the right to add or delete modules from existing and future schools under the same conditions and same bid price.

COST PROPOSAL-PRICING

All materials/pricing will be up to the discretion of the proposer but each proposer must understand that cost plus a percentage in any form is an unallowable pricing method and will deem the bid unresponsive. KCS anticipates that the implementation period for Front of House modules will be on the contract date. The District expects any maintenance and/or subscription fees to be prorated for the first year.

PREPARATION OF PROPOSALS

- A. Proposers are expected to examine the specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the RFP. The proposer shall sign the Proposal; completed form shall be without erasure or interlineations. Proposals that are submitted on forms other than the enclosed forms are subject to disqualification, unless additional information is requested.
- C. Alternate proposals for supplies or services other than those specified will not be considered.
- D. All prices proposed shall be shown and such prices shall include shipping cost and installation, if appropriate, unless otherwise specified. A total shall be entered in the amount column of the pricing sheet for each item proposed. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- E. Proposers must be able to meet the demand of products and training as needed by the School Nutrition Program.
- F. Time, when stated as a number of days, will refer to business days.

REQUIREMENTS FOR SUBMITTING REQUEST FOR PROPOSALS

The signature of the person submitting the proposal shall be in longhand. The proposer could be determined as non-responsive if items are presented that attempt to alter the RFP conditions in any way. It is recommended that no additional written documents be included in the RFP packet other than those requested. Please submit the entire RFP and ensure the pages are completed in full, signed and returned together. The actual RFP documents must arrive prior to the RFP opening.

ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to the Proposal must be acknowledged in the RFP response.

RFP ADDENDUM

The District reserves the right to addend this RFP at any time prior to the proposal deadline, provided that the addendum is in writing. However, prior to any such addenda, the District will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline. If so, the District would rebid and add the amendment/addendum. If an RFP addendum is issued, the District will convey it to potential proposers by e-mailing it and/or mailing a copy to each. A proposer must respond, as required, to the final RFP including its attachments and addenda or risk rejection for being non-responsive.-Any interpretation, correction or change of the RFP will be made by addendum.

RFP COMMUNICATIONS

Proposers must direct communications relating to this RFP to the Procurement Department. Only the City of Kingsport official, written responses and communications will be binding with regard to this RFP. Proposers must ensure that the District receives all written comments, including questions and requests for clarification in sufficient time to allow for a reply to reach proposers.

Proposers must assume the risk of the method of dispatching any communication or proposal to the District. The District assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the District by a specified deadline date will not substitute for the District’s actual receipt of a communication or proposal.

The District reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications will be posted on the City of Kingsport website, <https://www.kingsporttn.gov/city-services/purchasing/>.

The District reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The District’s official, written responses may constitute an addendum of this RFP.

Any data or factual information provided by the District (in this RFP, an RFP addendum or any other communication relating to this RFP) is for informational purposes only. The District will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

PROPOSER REQUIRED REVIEW & WAIVER OF OBJECTION

Each potential proposer must carefully review this RFP, including but not limited to, attachments, and any addendums, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

PROPOSAL DEADLINE

A Proposer must ensure that the Procurement Manager receives a proposal no later than the Proposal Deadline time and date as identified on the front cover of the RFP. A proposal must respond, as required, to this RFP (including its attachments) as may be addend. The District will not accept late proposals, and a Proposer’s failure to submit a proposal before the deadline will result in disqualification of the proposal.

FAILURE TO SUBMIT PROPOSAL

If no proposal is to be submitted do not return the RFP unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to submit a proposal or to notify the issuing office that further requests are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the RFP.

LATE PROPOSALS AND MODIFICATIONS

It is the responsibility of the proposer to deliver the proposal or proposal modification on or before the RFP deadline date and time. **Late proposals will not be accepted.**

COMPLIANCE WITH LAWS

The proposer shall comply with all laws relating to sale of and purchases by KCS insofar as they pertain to the purchase made under this contract.

CODE OF CONDUCT

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of City of Kingsport and Kingsport City Schools may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Kingsport City Schools’ procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

QUALIFICATIONS OF PROPOSERS

KCS may make such investigations as are deemed necessary to determine the ability of the proposer to provide the product and perform the service. The proposer shall furnish all such information and data for this purpose as KCS may request. KCS reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy KCS that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

1. It is preferred that all proposers have a minimum of three (3) years successful experience in software management solutions.

2. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency and holding license to provide services. If it is determined by KCS that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, City of Kingsport reserves the right to terminate the contract for default and award to the next most qualified proposer.

AUDIT PROCEDURE

If the Proposer includes the Proposer's cost in the cost formula, KCS will review the Proposer's invoice cost records a minimum of two times per contract year. The Proposer shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance.

RFP SOFTWARE PRESENTATION

This RFP may require the qualified proposers to conduct a virtual presentation. The proposer must meet the system requirements of this RFP. The District reserves the right to dismiss requests that do not meet specifications in this RFP. The District will not be liable for any cost incurred by the proposer in connection with such presentation. (i.e. travel, accommodations, etc.)

MATERIAL AVAILABILITY

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the proposer to notify the KCS liaison immediately if material specified is discontinued, recalled, replaced, or not available for an extended period of time.

FEDERAL TAX AND STATE SALES TAX

Purchases by the District are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the District upon request of the Proposer.

REGULATION COMPLIANCE

- A. ENVIRONMENTAL TOBACCO SMOKE: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Proposer shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- B. 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).
- C. Energy Policy and Conservation Act. Applies to all contracts. All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163 Statute 871) (PL94-165).
- D. 2 CFR 200.326(i), Suspension and Debarment - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential proposer must certify eligibility by signing the included form.
- E. 2 CFR 200.326, Restrictions on Lobbying - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).

- F. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

PROPOSER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

- ☐ Minority Firms
- ☐ Women's Business Enterprise
- ☐ Labor Surplus Area Businesses
- ☐ Minority Owned Businesses
- ☐ Other _____

(Company Name)

- G. 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- H. 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- I. Non-Collusion Affidavit – The form states the proposer agrees and understands the affidavit and is required to be signed.
- J. § 50-9-113, Drug-Free Workplace Affidavit – A form required to be signed to affirm company is compliance.
- K. Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- L. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- M. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student- to-student harassment.
- N. Buy American

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to Sandra Sloan, ssloan@k12k.com, Kingsport City Schools, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660, a minimum of fourteen (14) days in advance of delivery.

Failure to complete and sign the “Buy American Certification Form” and include it with the bid response will be considered a non-responsive bid.

If the bidder ships items that have not been approved by the School Nutrition Program during the contract period, the non-compliance will be addressed as a breach of contract.

DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-Successful proposers have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

EQUAL OPPORTUNITY / NON-DISCRIMINATION

Kingsport City Schools is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Proposer: _____

Company Name/Signature

**CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
415 Broad Street
Kingsport, TN 37660**

**REQUEST FOR PROPOSAL FOR SCHOOL NUTRITION MANAGEMENT
SOFTWARE SOLUTION**

TERMS AND CONDITIONS OF PURCHASE

CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by City of Kingsport for Kingsport City Schools of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of Kingsport for Kingsport City Schools of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

INSPECTION AND ACCEPTANCE

All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the district's discount privileges. Such right to return offered to the district arising from the district's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the district may have therefore.

WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the district and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the district's acceptance of said material or goods or by payments for them. There shall be a warranty on repair service for thirty (30) days after completion.

ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the district may cancel this contract or affirm the contract and hold the seller responsible for damages.

DELIVERY

Location of Delivery of Service - All services for Item XII.2. will be in school cafeterias, central office and/or on

school properties of the City of Kingsport's Kingsport City Schools sites, RFP Attachment 6.0, as directed by the purchase order. All price quotes must be F.O.B. Kingsport TN.

Time of Delivery/Service - To insure adequate service level to the kitchens, Kingsport City Schools requires that all services rendered will be delivered/completed when specified. Time is, therefore, the essence of this contract. If services are not provided at the time agreed upon, the District reserves the right to cancel and obtain elsewhere and hold seller accountable therefore.

DELIVERY OF GOODS AND SERVICES

It is understood and agreed that this proposal shall constitute an offer which, when approved by the Board of Education and Board of Mayor and Alderman, will constitute a valid and binding contract between the undersigned and the City of Kingsport for its Kingsport City Schools. Failure to supply needed material and/or services will result in removal of the firm from the KCS list of proposers for the current bid year as well as the next bid cycle.

RESPONSIBILITY FOR SUPPLIES/SERVICES

The Proposer shall be responsible for supplies/services until they are delivered/provided at the designated delivery point; and the proposer shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection.

The Proposer shall complete and sign a W-9 Form provided to the Proposer by the district. The taxpayer identification number contained in the W-9 submitted to the district shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Proposer. The Proposer shall not invoice City of Kingsport for Kingsport City Schools for services until the district has received this completed form.

REQUIRED APPROVALS

The District is not bound by this Contract until it is approved by the City of Kingsport Board and Mayor of Alderman and Kingsport Board of Education in accordance with applicable local and state laws and regulations. No work shall be performed without a signed Purchase Order issued by the District.

RECORD RETENTION

All records shall be maintained by the proposer for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

Records must be retained for at least the Federal record retention period of three (3) years; however, records must be retained longer if the following occurs:

- Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
- The Federal record retention period begins with the later of the date:
- The final payment is made under the contract,
- The contract concludes; or
- The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.

For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.

Records Access - The proposer shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA (School Food Authority), whichever

is sooner. Duly authorized representatives of the LEA (Local Education Authority) /SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the proposer which are directly pertinent to all negotiated contracts.

Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State's record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition department from effectively responding to RFP protests and contract disputes.

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

INDEPENDENT SUCCESSFUL PROPOSER. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Successful proposer, being an independent Successful proposer and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the successful proposer's employees, and to pay all applicable taxes incident to this Contract.

LIMITATION OF LIABILITY. The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, provided that in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.

DISTRICT LIABILITY. The District shall have no liability except as specifically provided in this Contract. KCS shall not be responsible for any payment, insurance, or incurred liability.

LOCAL, STATE AND FEDERAL COMPLIANCE. The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.

Proposer shall acknowledge that it and its employees serve as independent proposers and that KCS shall not be responsible for any payment, insurance, or incurred liability.

PROPOSER PERFORMANCE. If the Proposer fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, KCS SNS may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Proposers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any proposer with continued poor performance will be removed from the potential proposer list for the current bid year as well as the next bid cycle.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item or rejected service immediately will constitute authority to purchase on the open market so as to replace the item(s) or service(s) rejected and/or not received. On all such purchases, the Proposer agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for service rejection may be any one of the following:

- Quality of product
- Support response time
- Price
- Product/service does not meet RFP specifications

NON-COMPLIANCE. If a proposer materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):

- Temporarily withhold cash payments pending correction of the deficiency by the proposer or more severe enforcement action
- Disallow all or part of the cost of the activity or action not in compliance;
- wholly or partly suspend or terminate the current award for the proposer;
- withhold further awards for the program;
- take other remedies which may be legally available; and/or
- ban the company for bidding for the current bid year as well as the following bid cycle.

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to contract requirements or
- failure to maintain/submit any report required hereunder or
- failure to perform in full or in part any of the other conditions of the contract or
- violation of any warranty.

Kingsport City Schools School Nutrition Service's actions in event of a breach, upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

- Give the Proposer a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Proposer;
- Give the Proposer a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Proposer during the period from the date of such notice until such time as the KCS SNS determines that the Proposer has cured the breach, shall never be paid to the Proposer;
- Set off against any other obligation the KCS SNS may owe to the Proposer any damages the KCS SNS suffers by reason of any event of breach;
- Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE: If the Proposer fails to properly perform its obligations under this contract in a timely or proper manner, or if the Proposer violates any terms of this contract, KCS SNS shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the KCS SNS, the KCS SNS shall have the option of awarding the contract to the next lowest proposer or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE: The City of Kingsport for its Kingsport City School Nutrition Services may, by written notice to the Proposer, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the KCS SNS. KCS SNS must give notice of termination to the Proposer at least thirty days prior to the effective date of termination. The Proposer shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School System be liable to the Proposer for compensation for any service which has not been rendered. Upon such termination, the Proposer shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SUBJECT TO FUNDS AVAILABILITY. The Contract is subject to the appropriation and availability of District funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate the Contract upon written notice to the Proposer. Said termination shall not be deemed a breach of Contract by the District. Upon receipt of the written notice, the Proposer shall cease all work associated with the Contract. Should such an event occur, the Proposer shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Proposer shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

CONFIDENTIALITY OF RECORDS. Once opened or unsealed the response to this request for proposals or bids, including pricing information, and any attachment or exhibits thereto, whether actual or virtual, along with any ensuing agreement, and any attachment or exhibits thereto, whether actual or virtual, are public records pursuant to Tenn. Code Anno. § 10-7-503 et seq. Public records are subject to disclosure in whole or in part, without regard to any provision declaring information confidential. The city is required to promptly make available for inspection any public record not specifically exempt from disclosure, and upon proper request, release public records as defined by Tenn. Code Anno. § 10-7-503 et seq. without the requirement to disclose such request to any party or provide any party with notice or the time to obtain a protective order. Such law is construed in favor of granting public access to records maintained in the course of the city's business, and the city does not have the burden of establishing that the requested record is not confidential information or that its release is authorized. This paragraph serves to meet such burden and serves as authorization of disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

Proposer is to identify their regular business hours and service hours for the company's week. Also proposer must provide two contact names and phone numbers for SNS personnel to initiate service orders during these normal working hours and provide two contact names and numbers for service needs outside these normal operating hours/days.

The prices provided herein will be firm prices for the contract period, divided by Front of House and Back of House as specified on the cost proposal form.

As the signee for this proposal, the proposer agrees to the following: "By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer."

The successful proposer shall be issued a purchase order to cover the contract period.

Proposer agrees to provide company uniforms and/or ID badges to all its service personnel.

Proposer agrees to provide personnel who are highly skilled/qualified in their craft and to provide experienced supervision as well as planning as a condition of this contract.

The Asbestos Management Plan, which can be obtained from the school system's maintenance office, for each school must be consulted prior to any work being done, if service requires disruption of floor, ceiling, or wall structures.

Scope of Service

The District is seeking to utilize the software with non-proprietary hardware. The software should have the following core functionalities: Point of Sale (POS), Menu Planning & Nutritional Analysis, Production Records, Ordering, Inventory, Student Management, Accountability, Reporting, and an Online Portal with access to Online Menu Boards, Online Payments, and Online Free & Reduced Applications. All applications must be part of a fully-integrated suite provided on a single platform in a multi-location implementation. No software is required to be installed on any district system to run the solution, including the point of sale terminals.

System Information:

The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.

All aspects of the software need to be accessible from any location with access to the internet.

All data should be in a unified database, and changes are updated in real time between modules.

Security permissions can be configured by user or by group for all components of the software.

Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.

Point of Sale:

Must be touch based without any need for a keyboard or mouse.

Must support up to two pin pads per POS, for input of unique student identifier.

Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.

All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.

Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.

Must be able to serve students from multiple schools through each POS terminal.

Must support a school or principal account that can be used to make purchases or pay for student meals.

Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.

Must have the capability of contactless payments as well as debit/credit card purchases.

Menu Planning:

Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.

Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.

Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.

Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.

System must be USDA approved for Menu Planning and Nutritional Analysis.

Ability to copy menu plans and assign them to sites and dates as applicable.

Production Records:

Production records need to be populated from scheduled menus that have been assigned to the site/date.

Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.

Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.

Ability to support an optional temperature probe.

Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.

Ability to calculate all costs associated with production record based on actual production.

Inventory & Ordering:

Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.

Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.

Ability to transfer inventory items between sites.

Ability to track available commodity items, and automatically use commodity items when entering site orders.

Ability to automatically generate orders based on planned production records and on-hand inventory.

Ability for an item to be ordered from multiple vendors.

Ability to create delivery schedules based on vendor and sites.

Ability to setup custom storage locations by site.

Ability to support an optional barcode scanner that be used for receiving.

Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).

Student Management:

Ability to attach documentation to student records. Record a history of all student notifications.

Record a history of all changes to student applications.

Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.

Automatically extend grace benefits to CEP students who are transferring to non-cep sites.

Free & Reduced:

Include online meal applications.

Provide access to online meal application inside the online portal.

Allow parents to fill out online applications even if they don't have an account in the system.

Must provide online meal applications in any language needed by the district.

Ability to display a customizable message when online applications are completed.

Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process.

Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process.

Ability to include custom questions on online meal applications.

Ability to create and track an unlimited number of online meal application statuses.

Must enforce data entry in required fields to ensure completed applications.

Must provide a unique alpha numeric code for every submitted application.

Must email parents that unique code when completing an online application.

Ability to track notes on the application record.

Ability to add attachments on the application record.

Eligibility letters to parents must be fully customizable.

Ability to print or email eligibility letters from the application record .

Keep a record of all notifications sent regarding that application.

Provide a read receipt for emails.

Each application must include a change history to track all changes made to application.

Ability to print paper copies of online applications.

Item XII2.

System must detect and track duplicate meal applications.

System must support an upload of the district's direct certification file that automatically matches to enrolled student.

System must automatically extend benefits to household members based on direct certification import.

Extended benefits must be identified uniquely from direct certified eligibilities.

System must allow direct certification to be run as often as needed.

Ability to group schools for reimbursement reports.

All applications must be available in the system for a minimum of five years.

Free & Reduced Verification:

System must provide a streamlined process for handling verification.

Must provide the ability to manually select applications for verification.

Must provide the ability to select a specified number of applications at random.

Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.

Must provide a count report that displays the number of total applications and the number selected per category.

Must allow printing and emailing of initial notification letters.

Must allow printing and emailing of warning letters.

Must allow printing and emailing of complete letters.

Must allow printing and emailing of failures to respond.

Must automatically generate and populate all necessary federal reports for verification.

Ability to exclude a school from the verification process.

Accountability:

Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.

Ability to perform edit checks on meal counts by site with customizable attendance factors.

Ability to export all financial, claim, and inventory data as needed.

Support custom scheduled exports and imports.

Reporting:

The system must continue to function normally while reports are being generated.

Online Portal:

Must be PCI compliant.

Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.

Allow parents to view student accounts, including account balances and transactions, at no cost to the parent.

Allow parents to view menu boards by school.

Allow parents to view transactions in real time.

Parents should have access to a free mobile app.

Software provider must assume all liability for transactions made through the online portal.

Software provider must provide support for parents using the online portal.

The software will streamline service and reporting under every USDA program utilized by the District. The District requires that proposer provides both the software and implementation services for this project. Implementation should follow the schedule that will be provided by the School Nutrition Services IT Team. This project will be implemented in two phases.

- First Phase is Front of House
 - Point of sale
 - Student Eligibility Management

- Online Payment
- Online F&R Applications
- Accountability
- Second Phase is for the implementation of Back of House
 - Menu Planning & Nutritional Analysis
 - Online Menu Boards
 - Ordering
 - Inventory
 - Production Records
 - Reporting
 - Software Compatibility

The District's Student Information System is Follett Aspen.

The proposer's software must provide access to all data. Importing and exporting capability should include any type of data from an external source, either by flat file, text, cave or direct database link. The data must be fully accessible (exportable in .pdf, .txt, and .csv) to the District upon installation and throughout the term of the agreement. Report availability shall be 24 hours/day. Imports and exports can be scheduled in the system to automatically transfer data to/from the district.

The District requires real-time data entry and retrieval for all data elements captured within the system. The system must have different levels of access based upon user roles and rights to be established during the implementation period.

It is expected that the successful proposer in a joint effort with the SNS IT Team will coordinate a phased in plan to reduce risk, ensure a high-quality implementation, move at a rapid pace, and strategically design to make transitions as seamless as possible.

Back-up processes must be scheduled periodically and must be maintained by individuals according to job responsibilities. The District reserves the right to approve the individuals that are provided access to modify back up processes.

Software must allow web-based internet access for payment and record keeping and must integrate with the student information.

Software should be compliant with current local, State and Federal laws (USDA), policies and regulations for K-12 Food Service operations. Vendors must include in their proposal how changes and updates to local, State, and Federal laws, policies and regulations for K-12 Food Service will be incorporated into their software over time.

The proposer must implement testing procedures to ensure that the system meets the requirements explained in the RFP.

The proposer is required to provide technical support in all stages of the project from setting up the system thru post implementation.

Data

The proposer is expected to configure and populate the District's database for the new system by providing data migration services. The proposer will define the vehicle for system loading and the required data format. The proposer shall ensure that the data migrated from existing systems is accurate and complete once the data migration has been completed. The proposer will partner with SNS IT Team to complete the migration of data required for populating the vendors system. This shall include, but not be limited to the following functions:

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- Conversion services to convert information as requested from existing software/processes
- Uploading student data (identification numbers, photos, etc.) from the Student Information System Data and records should be secured with security and permission definition and data shared across/between modules as required for the workflow to be as efficient and effective as possible. Data must be stored and secured via cloud hosted by the proposer. A high level of security is required and shall be available to adapt to future security needs.

No data should be made available to any third-party organization other than those that have been authorized through this contract.

Training

The proposer must have the capability for remote training through remote control of SNS computers as needed. The proposer must provide in-depth online training to the School Nutrition Services personnel of whom will be administrating and maintaining the software post-go live. This includes the utilization of process flows, all screens and execution of reports, and all data feeds/points of system integration with other District's systems.

Payment Terms and Conditions

Compensation Firm. The payment rates and the maximum liability of the District under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason.

Payment Methodology. The Proposer shall be compensated based on the proposal's service cost herein for services rendered authorized by the District. Any billing questions should be directed to City of Kingsport Accounts Payable, at the address or email that follows.

Invoice Requirements. The Proposer shall invoice the District only for completed service and for the amount stipulated above, and as required below prior to any payment.

The Proposer shall submit invoices to:

City of Kingsport for its Kingsport City Schools

Attention: Accounts Payable

415 Broad Street

Kingsport, TN 37660

Or via email: ap@kingsporttn.gov

The Proposer agrees that an invoice will be submitted per contract year and shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:

- Invoice/Reference Number (assigned by the Proposer);
- Invoice Date;
- Invoice Period (period to which all invoiced charges are applicable);
- P.O. Number, which will be provided once Contract is fully executed;
- School Name and Address;
- Proposer Name;
- Proposer Contact (name, phone, and/or fax for the individual to contact with billing questions);
- Proposer Remittance Address; and
- Complete Itemization of Charges, which shall detail the service description (including name/title as applicable) of each service invoiced and time period and total amount due for the invoice period.

The Proposer understands and agrees that an invoice to the District under this Contract shall:

- include only charges for service described in RFP Attachment 6.3. and in accordance with the payment terms and conditions;

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- not include any future work but will only be submitted for completed service; and
- not include sales tax or shipping charges.

The Proposer agrees that timeframe for payment (and any discounts) begins when Accounts Payable is in receipt of each invoice meeting the minimum requirements above.

Payment of Invoice. The payment of the invoice by the District shall not prejudice the District's right to object to or question any invoice or matter in relation thereto. Such payment by the District shall neither be construed as acceptance of any part of the service provided nor as an approval of any of the amounts invoiced therein.

Invoice Reductions. The Proposer's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the District, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services. This will be done by the proposer issuing a credit to the School Nutrition Program via Accounts Payable.

PROPOSAL REQUIREMENTS

Proposal Form

A response to this RFP requires both parts, a Technical Proposal and a Cost Proposal.

Technical Proposal. The RFP Attachment 6.2., Technical Proposal & Evaluation Guide, details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the District will deem the proposal to be non-responsive and reject it. Cost proposals are to be entered on RFP Attachment 6.3.

A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

A proposal should be prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8-½"x 11" pages. All proposal pages must be numbered.

All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

The District may determine a proposal to be non-responsive and reject it if:

- the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- the Technical Proposal document does not completely respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- the RFP is not returned in its entirety with appropriate questions answered and pages signed, documented as required.

Cost Proposal. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the District will deem the proposal to be non-responsive and reject it.

A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide, and must NOT record any other rates, amounts, or information.

The proposed cost shall incorporate ALL costs for services under the contract for the next ten years for City of Kingsport and Kingsport City Schools financial planning purposes.

A Proposer must sign and date the Cost Proposal.

A Proposer must submit the sealed Cost Proposal together with the sealed Technical Proposal in the same envelope.

Proposal Delivery

A Proposer must deliver (via hand carry, mail, carrier or the like) a proposal in response to this RFP as detailed below. The District will not accept a proposal delivered by any other method (electronic, facsimile, or the like).

A proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including, but not limited to, required signatures.

A proposer must submit the original Technical Proposal and Cost Proposal documents and copies as specified below.

One (1) original Technical Proposal paper document labeled “RFP SNS SOFTWARE - TECHNICAL PROPOSAL ORIGINAL” and two (2) exact copies of Technical Proposal labeled “RFP SNS SOFTWARE - TECHNICAL PROPOSAL COPY”. In the event of a discrepancy between the original Technical Proposal document and the copy, the original, signed document will take precedence.

One (1) original Cost Proposal paper document labeled “RFP SNS SOFTWARE - COST PROPOSAL ORIGINAL” and two (2) exact copies of the Cost Proposal labeled “RFP SNS SOFTWARE - COST PROPOSAL COPY”. In the event of a discrepancy between the original Cost Proposal document and the copy, the original, signed document will take precedence.

A Proposer must seal, package, and place the entire completed RFP in one envelope for delivery as follows.

The Technical Proposal original document and copies must be placed in a sealed package that is clearly labeled “COMPANY NAME, RFP TECHNICAL PROPOSAL, and DATE/TIME OF OPENING”.

The Cost Proposal original document and copies must be placed in a separate, sealed package that is clearly labeled “COMPANY NAME, RFP COST PROPOSAL, and DATE/TIME OF OPENING”.

The separately sealed Technical and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled in the lower left hand corner of the envelope “RFP SNS SOFTWARE – TECHNICAL AND COST PROPOSAL”.

A proposer must ensure that the Procurement Manager receives a proposal in response to this RFP no later than the Proposal Deadline time and date designated on the front cover of the RFP. The proposal must be delivered to

City of Kingsport for its Kingsport City Schools
Procurement Manager
415 Broad Street
Kingsport, TN 37660
Proposal for School Nutrition Management Software

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Proposal & Proposer Prohibitions

A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

A proposal must not restrict the rights of the District or otherwise qualify the offer to deliver services as required by this RFP. If a proposal restricts the rights of the District or otherwise qualifies the offer to deliver services as required by this RFP, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

A proposal must not propose alternate services (i.e., offer services different from those requested and required by this RFP). The District will consider a proposal of alternate services to be non-responsive and reject it.

A Cost Proposal must not result from any collusion between Proposers. The District will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the District will consider any such actions to be grounds for proposal rejection or contract termination.

A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect or subject to record. If the District determines that a Proposer has provided such incorrect information, the District will deem the Proposer's proposal non-responsive and reject it.

A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the District will deem all of the proposals non-responsive and reject them.

A Proposer must not submit a proposal as a prime proposer while also permitting one or more other Proposers to offer the Proposer as a sub-proposer in their own proposals. Such may result in the disqualification of all Proposers knowingly involved.

Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date given.

Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP deadline time and date by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time prior to the Proposal Deadline.

GENERAL CONTRACTING INFORMATION & REQUIREMENTS

RFP Cancellation

The District reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations, and does not guarantee that a contract award will result from this RFP.

District Right of Rejection

Subject to applicable laws and regulations, the District reserves the right to reject, at its sole discretion, any and all proposals.

The District may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

Removal of Proposer's Employees: The successful proposer agrees to utilize only experienced, responsible and capable people in the performance of the service. The District may require that the successful proposer remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the District.

Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

Licensure

The apparent successful Proposer (and Proposer employees as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. **The District will require any Proposer to submit copies of proper licensure along with the proposal.**

All technicians employed by the Proposer must be trained as described in this RFP. All appropriate **certifications** shall be required of any technician employed by the Proposer performing services.

Disclosure of Proposal Contents

Each proposal and all materials submitted to the District in response to this RFP become the property of the District. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents are open to public inspection in accordance with the Tennessee Open Records Act.

Contract Approval and Contract Payments

This RFP and its proposer selection processes do not obligate the District and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. District obligations shall commence only after the contract is fully executed, after the approval by the Board of Education and the Board of Mayor and Alderman as required by applicable laws and regulations. A purchase order will be issued once the agreement is signed by both parties.

No payment will be obligated or made until the relevant Contract is approved. All payments relating to this procurement will be made in accordance with the District's Payment Terms and Conditions of the Contract resulting

from this.

Proposer Performance

The Proposer resulting from this RFP will be responsible for the completion of all service set out in this RFP including attachments and addendums. All service is subject to inspection and evaluation by the School Nutrition Director or Designee. The District will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract; and the Proposer must cooperate with such efforts.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

PROPOSAL EVALUATION & CONTRACT AWARD

Evaluation Categories & Maximum Points

The School Nutrition Evaluation Team will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (Refer to RFP Attachment 6.3.)	50

Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Upon request, the Proposer shall submit documentation substantiating the Proposer’s financial responsibility.

Technical Proposal Evaluation. The RFP Proposal Evaluation Team (consisting of the School Nutrition Director and at least two other Kingsport City Schools employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

The Evaluation Team reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Team. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the District.

The Director of School Nutrition will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the Director of School Nutrition determines that a proposal may have failed to meet one (1) or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- the proposal adequately meets requirements for further evaluation;
- the Team will request clarifications or corrections; or,
- the Team will forward the RFP to the Assistant Procurement Manager, Schools, to determine the proposal non-responsive to the RFP and reject it.

Proposal Evaluation Team members will evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B and Section C.

For each proposal evaluated, a designated team member will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

Before Cost Proposals are reviewed, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

Cost Proposal Evaluation. The Director of School Nutrition will review the Cost Proposal for evaluation of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

Total Proposal Score. The team designee will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.4., Proposal Score Summary Matrix).

Contract Award Process

The Director of School Nutrition will determine the apparent best-evaluated proposal. (To recommend a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of School Nutrition must provide written justification and obtain approval from the Assistant Procurement Manager.)

The Director of School Nutrition will submit the Proposal Evaluation Team determinations and proposal scores to the Assistant Procurement Manager for consideration along with any other relevant information that might be available and pertinent to contract award.

The School Nutrition Proposal Evaluation Team reserves the right to make an award without further discussion of any proposal.

The Assistant Procurement Manager will submit the request for approval of the recommended proposer to the next Board meeting.

ATTACHMENTS

The following pages are certifications as required by law. Each is to be reviewed, signed and completed as stated.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Sullivan County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972;
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
7. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
8. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as DA Amendment Act of 2008 (42 U.S.C. 12131-12189);
9. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
10. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
11. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
12. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
13. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs).
14. the condition that no amount shall be paid directly or indirectly to an employee or official of City of Kingsport or Kingsport City Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subSuccessful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Signed _____ Dated _____
 Print Name _____ Email _____
 Company _____ Telephone No. _____
 Address _____ Fax No. _____
 City _____ State _____ Zip _____

**City of Kingsport for its
Kingsport City Schools**

School Nutrition Program

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / proposer is unable to certify to any of the statements in this Certification, such prospective participant / proposer shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Date

CERTIFICATION REGARDING LOBBYING

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 section 1352, title 31, U.S. Code. 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 of 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 sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

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9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

Form (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> <td style="width: 20%; text-align: center;">[]</td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> </tr> </table>	Social security number										[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	or										Employer identification number										[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
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Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table style="width: 100%;"> <tr> <td style="width: 60%;"> Signature of U.S. person ▶ _____ </td> <td style="width: 40%;"> Date ▶ _____ </td> </tr> </table>	Signature of U.S. person ▶ _____	Date ▶ _____
Signature of U.S. person ▶ _____	Date ▶ _____		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

VENDOR INFORMATION FORM

Company Name: _____

Address to mail Purchase _____

Orders/Bids/Quotes: _____

Email Address to email Purchase Order: _____

Phone Number: _____

Fax Number: _____

Address to send payments to: _____

Phone Number: _____

Fax Number: _____

Employer Identification #: _____

Social Security #: _____

Name as Shown On Social Security Card: _____

Are you incorporated? Yes _ ☐ _ No _ ☐ _

Are you an exempt Government Agency or Organization? Yes _ ☐ _ No _ ☐ _

Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? Yes ☐ No ☐

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes ☐ No ☐

If you answered yes please state the name of the employee or board member

Please make sure to check the box on W-9 for Individual/Sole Proprietor, Corporation, Partnership, or Limited Liability Co.

Terms: _____

Does your company accept payment by Credit Card? Yes _ ☐ _ No _ ☐ _

List products and/or services your company can provide:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

The undersigned hereby declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Contact Person and Title:	<hr/>
Phone Number:	<hr/>
Signature:	<hr/>

RFP ATTACHMENT 6.0.

Site Description	Address
John Adams Elementary	2727 Edinburgh Channel Rd. Kingsport TN 37664
Andrew Jackson Elementary	600 Jackson St. Kingsport TN 37660
Thomas Jefferson Elementary	2216 Westmoreland Ave. Kingsport TN 37664
Andrew Johnson Elementary	1001 Ormond Dr. Kingsport TN 37664.
Abraham Lincoln Elementary	1500 Woodland Ave. Kingsport TN 37664.
Theodore Roosevelt Elementary	1051 Lake St Kingsport TN 37660
George Washington Elementary	1100 Bellingham Dr. Kingsport TN 37660
Ross N. Robinson Middle School	1517 Jessee St. Kingsport TN 37664
John Sevier Middle School	1200 Wateree St. Kingsport TN 37660
Dobyns-Bennett High School	1 Tribe Way Kingsport TN 37664
Palmer Center	1609 Fort Henry Dr. Kingsport TN 37664

RFP PROPOSAL STATEMENT OF ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

- 1. The Proposer will comply with all of the provisions and requirements of the RFP.
- 2. The Proposer will provide all services as defined in the Scope of Services of the RFP for the total contract period including annual renewal options.
- 3. The Proposer accepts and agrees to all terms and conditions set out in the RFP.
- 4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
- 5. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

****DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY****

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Contract Administrator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Contract Administrator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:		
Section A— Mandatory Requirement Items		Circle One:
The Proposal must be delivered to the District no later than the Proposal Deadline specified in the RFP.		Pass / Fail
The Technical Proposal must NOT contain cost or pricing information of any type.		Pass / Fail
The Technical Proposal must NOT contain any restrictions of the rights of the District or other qualification of the proposal.		Pass / Fail
A Proposer must NOT submit alternate proposals, change language or format, or submit more than one bid for the same proposal or more than one bid from different locations for the same company.		Pass / Fail
A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-proposer).		Pass / Fail
The Proposer must submit the completed RFP with all appropriate acknowledgements, forms, requested documents, notary and general signatures, as required. Proposer may not add additional sheets unless requested.		Pass / Fail
Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		Pass / Fail
Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall provide the product and perform the service under the contract has a possible conflict of interest (e.g., employment by the District) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the District, and the District reserves the right to cancel any award.		Pass / Fail
The proposer must submit all local, state, and federal agency licensing requirements for their company.		Pass / Fail
<i>District Use – Contract Administrator Signature, Printed Name & Date:</i>		

SECTION B TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	2
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1
	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP.	4
	B.4.	Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.	4
	B.5.	State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	2
	B.6.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
	B.7.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
	B.8.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	2
	B.9.	Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.	3
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above) (maximum possible score = 20):			
District Use – Evaluator Identification:			
District Use – Contract Administrator Signature, Printed Name & Date:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. On a separate page(s) the Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

0 = no value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	<i>District Use ONLY</i>
			Item Score
	C.1.	Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.).	
	C.2.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
	C.3.	Describe the lifecycle of the proposer's product including version control and any planned future releases.	
	C.4.	Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.	
	C.5.	Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.	
	C.6.	Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).	
Total Score (maximum possible score = 30):			
<i>District Use – Evaluator Identification:</i>			
<i>Contract Administrator Signature, Printed Name & Date:</i>			

COST PROPOSAL & SCORING
GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Proposer shall list their Cost Proposal in the white columns below. It shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP. The Cost Proposal shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The District is under no obligation to request service from the Proposer in any specific dollar amounts or to request any service at all from the Proposer during any period of this Contract. KCS reserves the right to use existing staff to perform preventive maintenance and troubleshooting/repair as appropriate.
This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

The first area addresses labor cost and issues. This section has a maximum points value of fifty. Please fill out Cost Proposal Form in the next pages.

CITY OF KINGPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
COST PROPOSAL FORM

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
<p>Instructions: Proposers have the option of charging each module by site or lump sum. Additionally, Proposers may forgo individual module pricing and propose a lump sum yearly cost. Any lump sum pricing, either by module or by year, is made with the understanding that sites may be added or deleted without altering the price.</p> <p>If an item is included at no cost to the district, enter "\$0".</p> <p>If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement outlined on pages 17-20.</p>			
Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost

First Phase: Front of House

Point of Sale		40 POS Computers	
Student Eligibility Management		11 Sites	
Online Payment		11 Sites	
Free & Reduced		11 Sites	
Accountability		11 Sites	
Total Front of House Costs:			
Please explain if/how the FOH rate would be prorated for a May 2022 FOH implementation			

Second Phase: Back of House

Menu Planning & Nutritional Analysis		11 Sites	
Online Menu Boards		11 Sites	
Ordering		12 Sites	
Inventory		11 Sites (including 1 Warehouse)	
Production Records		11 Sites	
Reporting		11 Sites	

Item XII.2.

Total Back of House Costs:

--	--	--

Training Cost per Day or Hour
(please specify)

Onsite training and travel expenses during implementation, if applicable	2-8 hr days during FOH implementation 2-8 hr days during BOH implementation	
Onsite training and travel expenses if needed after implementation.	4 hrs/year	
Online live training/support during implementation	70 hrs during implementation For FOH and BOH	
Online live training/support after implementation	10 hrs/year	
Online recorded training	Instructional videos for most or all of purchased modules	
Total Training/Support Costs:		

Additional Fees

Additional required fees not listed above (please explain)

Total Additional Fees:

Hardware Adjustment

Is your software compatible with existing hardware?

YES

NO

If “NO”, an additional cost of \$350 each will be added to the Year 1 price to account for the cost to replace all 35 pin pads.

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 (1 semester FOH)			
Year 2 (FOH and BOH)			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

PROPOSAL SCORE SUMMARY MATRIX

	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 50)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
Contract Administrator Signature, Printed Name & Date:						

SCHOOL NUTRITION MANAGEMENT SOFTWARE
SOLUTION
NO BID FORM

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not exclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Explanation: _____
- _____ 3. We do not feel we can be competitive.
- _____ 4. We do not sell the items/services on which Bids are requested.
- _____ 5. We wish to be removed from the Bidder's List.
- _____ 6. Other: _____

FIRM NAME/ SIGNATURE

DATE

EMAIL ADDRESS

EQUAL OPPORTUNITY / NON-DISCRIMINATION

City of Kingsport/Kingsport City Schools is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for
Civil Rights 1400 Independence Avenue,
SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION

Checklist

- ☐ Small Business and Minority Classification (Page 9)
- ☐ Bid Properly Signed/Dated (Page 11)
- ☐ Certificate of Compliance (Page 28)
- ☐ Certification – Debarment (Page 29)
- ☐ Certification – Lobbying (Page 30)
- ☐ Compliance Affidavit – Signed and Notarized (Page 31-32)
- ☐ Vendor Information Form and W-9 (Page 33-35)
- ☐ Technical Proposal (Pages 38-40)
- ☐ Cost Proposal (Pages 41-44)

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION

Software Requirement Checklist

System Information	YES	NO
The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.		
All aspects of the software need to be accessible from any location with access to the internet.		
All data should be in a unified database, and changes are updated in real time between modules.		
Security permissions can be configured by user or by group for all components of the software.		
Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.		
Point of Sale		
Must be touch based without any need for a keyboard or mouse.		
Must support up to two pin pads per POS, for input of unique student identifier.		
Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.		
All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.		
Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.		
Must be able to serve students from multiple schools through each POS terminal.		
Must support a school or principal account that can be used to make purchases or pay for student meals.		
Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.		
Must have the capability of contactless payments as well as debit/credit card purchases.		
Menu Planning		
Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.		
Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.		
Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.		
Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.		
System must be USDA approved for Menu Planning and Nutritional Analysis.		
Ability to copy menu plans and assign them to sites and dates as applicable.		
Production Records		
Production records need to be populated from scheduled menus that have been assigned to the site/date.		
Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.		
Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.		
Ability to support an optional temperature probe.		
Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.		
Ability to calculate all costs associated with production record based on actual production.		

Inventory & Ordering		YES	NO
Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.			
Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.			
Ability to transfer inventory items between sites.			
Ability to track available commodity items, and automatically use commodity items when entering site orders.			
Ability to automatically generate orders based on planned production records and on-hand inventory.			
Ability for an item to be ordered from multiple vendors.			
Ability to create delivery schedules based on vendor and sites.			
Ability to setup custom storage locations by site.			
Ability to support an optional barcode scanner that be used for receiving.			
Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).			
Student Management			
Ability to attach documentation to student records.			
Record a history of all student notifications.			
Record a history of all changes to student applications.			
Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.			
Automatically extend grace benefits to CEP students who are transferring to non-cep sites.			
Free & Reduced			
Include online meal applications			
Provide access to online meal application inside the online portal			
Allow parents to fill out online applications even if they don't have an account in the system			
Must provide online meal applications in any language needed by the district			
Ability to display a customizable message when online applications are completed			
Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process			
Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process			
Ability to include custom questions on online meal applications			
Ability to create and track an unlimited number of online meal application statuses			
Must enforce data entry in required fields to ensure completed applications			
Must provide a unique alpha numeric code for every submitted application.			
Must email parents that unique code when completing an online application			
Ability to track notes on the application record			
Ability to add attachments on the application record.			
Eligibility letters to parents must be fully customizable			
Ability to print or email eligibility letters from the application record			
Keep a record of all notifications sent regarding that application			
Provide a read receipt for emails			
Each application must include a change history to track all changes made to application			
Ability to create custom statuses for online applications			
Ability to print paper copies of online applications			

FREE & REDUCED (continued)		YES	NO
System must detect and track duplicate meal applications			
System must support an upload of the district's direct certification file that automatically matches to enrolled student			
System must automatically extend benefits to household members based on direct certification import			
Extended benefits must be identified uniquely from direct certified eligibilities			
System must allow direct certification to be run as often as needed			
Ability to group schools for reimbursement reports			
All applications must be available in the system for a minimum of five years			
Free & Reduced Verification			
System must provide a streamlined process for handling verification			
Must provide the ability to manually select applications for verification			
Must provide the ability to select a specified number of applications at random			
Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.			
Must provide a count report that displays the number of total applications and the number selected per category			
Must allow printing and emailing of initial notification letters			
Must allow printing and emailing of warning letters			
Must allow printing and emailing of complete letters			
Must allow printing and emailing of failures to respond			
Must automatically generate and populate all necessary federal reports for verification			
Ability to exclude a school from the verification process			
Accountability			
Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.			
Ability to perform edit checks on meal counts by site with customizable attendance factors.			
Ability to export all financial, claim, and inventory data as needed.			
Support custom scheduled exports and imports.			
Reporting			
The system must continue to function normally while reports are being generated.			
Online Portal (Payments)			
Must be PCI compliant			
Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.			
Allow parents to view student accounts, including account balances and transactions, at no cost to the parent			
Allow parents to submit free and reduced applications			
Allow parents to view menu boards by school.			
Allow parents to view transactions in real time.			
Parents should have access to a free mobile app.			
Software provider must assume all liability for transactions made through the online portal.			
Software provider must provide support for parents using the online portal.			

ADDENDUM

Date: September 13, 2021

**The attached document will need to be included in
all proposals for School Nutrition Services
Software.**

Domestic Preferences for Procurements (Buy American)

We agree to provide materials as outlined in 2 CFR §200.322

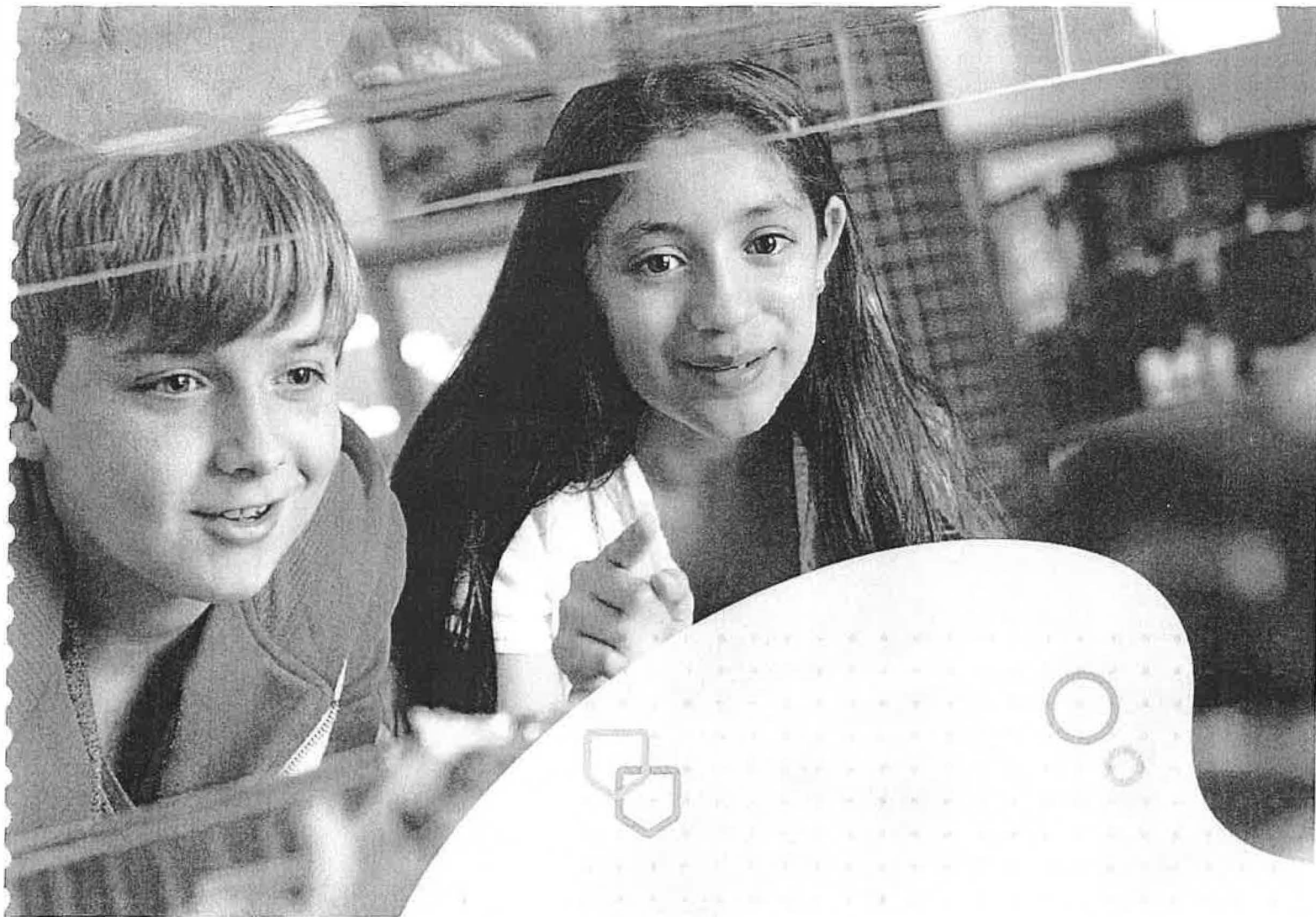
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Organization Name

Name of Authorized Representative

Signature

Date



RFP RESPONSE – TECHNICAL PROPOSAL

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
DUE: SEPTEMBER 22, 2021 4:00 PM ET

LINQ

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EMS LINQ and the TITAN nutrition platform are Making Schools Stronger by bringing state-of-the-art efficiencies and providing real-time visibility to school foodservice operations. Our founders are school information technology veterans and nutritionists. We have created scalable and affordable, web-based management solutions to help districts and schools like yours succeed.

TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. We perform all maintenance, upgrades, and backups allowing your team to focus on food preparation and child nutrition. We support enterprise browsers Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; ever.

LINQ delivers a next-generation user experience with TITAN, built entirely in HTML 5 that is pleasing to your staff. TITAN is a multi-tier application that scales effortlessly in real-time to support peak demand. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.

All TITAN modules are fully integrated, and 100% cloud based:

- Application Processing (manual, online, & scanned)
- Point of Service (with disconnected serving)
- Central Kitchen
- Inventory (with mobile Scanning)
- Purchasing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Menu Planning w/Nutritional Analysis (with our *exclusive* Nutritional Scanner)
- Temperature Capture
- Production
- Digital Menu Boards
- Vending
- Voice/Text Notification
- Online Pre-Ordering
- Student Connect App
- Curbside Pickup/Multiple Meals Serving

Moreover, your families are equipped with a modern mobile application and web portal for processing their online payments and applications.

We have thoroughly reviewed the RFP requirements and have provided all necessary information for the response. LINQ, in response to the City of Kingsport for Kingsport City Schools Request for Proposal for School Nutrition Management Software Solution, submits the attached information.

We look forward to earning your business!

Susan Sharp

Susan Sharp | Chief Operating Officer

EMS LINQ, Inc. | www.linq.com

susan@linq.com | 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412

O: +1 910 795 1943 | C: +1 703 585 9640

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Acknowledgement of Amendments




**Domestic Preferences for Procurements
(Buy American)**

We agree to provide materials as outlined in 2 CFR §200.322

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EMSLINQ Inc.
Organization Name

Susan Sharp
Name of Authorized Representative


Signature

9/15/2021
Date

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section A — Mandatory Requirement Items



RFP ATTACHMENT 6.2. — SECTION A

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Contract Administrator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Contract Administrator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:	EMS LINQ, Inc.	
Section A— Mandatory Requirement Items		Circle One:
The Proposal must be delivered to the District no later than the Proposal Deadline specified in the RFP.		<input checked="" type="radio"/> Pass <input type="radio"/> Fail
The Technical Proposal must NOT contain cost or pricing information of any type.		Pass / Fail
The Technical Proposal must NOT contain any restrictions of the rights of the District or other qualification of the proposal.		Pass / Fail
A Proposer must NOT submit alternate proposals, change language or format, or submit more than one bid for the same proposal or more than one bid from different locations for the same company.		Pass / Fail
A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-proposer).		<input checked="" type="radio"/> Pass <input type="radio"/> Fail
The Proposer must submit the completed RFP with all appropriate acknowledgements, forms, requested documents, notary and general signatures, as required. Proposer may not add additional sheets unless requested.		Pass / Fail
Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		Pass / Fail
Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall provide the product and perform the service under the contract has a possible conflict of interest (e.g., employment by the District) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the District, and the District reserves the right to cancel any award.		Pass / Fail
The proposer must submit all local, state, and federal agency licensing requirements for their company.		Pass / Fail
District Use – Contract Administrator Signature, Printed Name & Date:		

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section B — General Qualifications & Experience



RFP ATTACHMENT 6.2. —

SECTION B TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
10	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	2
10	B.2.	Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1
10	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP.	4
10	B.4.	Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.	4
11	B.5.	State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nob contendere</i> to any felony. If so, include an explanation providing relevant details.	2
11	B.6.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
12	B.7.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
12	B.8.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	2
12	B.9.	Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.	3
SCORE (for all Section B—Qualifications & Experience Items above) (maximum possible score = 20):			
District Use – Evaluator Identification:			
District Use – Contract Administrator Signature, Printed Name & Date:			



B.1. Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.

The EMS LINQ contact information for this proposal:

Gina Dillon
gina@linq.com
2528 Independence Blvd., Ste. 200
Wilmington, NC 28412
Phone: 910.795.4419
Fax: 910-799-5927

B.2. Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).

EMS LINQ, Inc. is a C-Corporation.

Headquarters:
2528 Independence Blvd., Ste. 200
Wilmington, NC 28412

B.3. Briefly describe how long the Proposer has been performing the services required by this RFP.

EMS LINQ began in 1989 and has focused only on servicing K-12 schools since day one. Through organic growth and acquisitions, we have expanded our operations from one (1) state to operating in all 50 states, serving over 3,000 school districts.

Since the launch of the TITAN platform in 2015, we have been exclusively focused on automating child nutrition department operations with our fully web-based nutrition platform. Fast forward to today, our TITAN software now serves students in 48 states with over 550 school districts from a single unified front of house and back of house solution.



- B.4. Furnish evidence of at least three (3) other school districts with at least ten (10) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director's/Supervisor's names, telephone numbers, fax numbers and emails are required in order to check these references.**

Hamilton County -TN

Kristen Nauss
nauss_k@hcde.org
(423)498-7020

Bartlett City Schools- TN

Amy Tucker
atucker@bartlettschools.org
(901)202-0855

Robertson County Schools

Patsi Gregory
patsi.gregory@rcstn.net
(615)384-5588

- B.5. State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.**

To EMS LINQ's knowledge, none of the LINQ's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony.

- B.6. State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.**

EMS LINQ has not, in the last ten (10) years, filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.



- B.7. State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.**

EMS LINQ is a financially sound company and there is no material, pending litigation against LINQ that we should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on LINQ's financial condition.

- B.8. State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.**

EMS LINQ has never been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations.

- B.9. Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.**

LINQ utilizes an integrated support platform. This allows authorized users to create tickets in any of three ways:

- **Platform**— When logged into Portal, authorized users can click on the menu in the top right-hand corner or quick “+” menu and choose Support Request. Users can supply details of their issue and will be contacted by a Customer Success Analyst to work directly with you on any assistance needed
- **Email**— Authorized users can email support@titank12.com. Users will receive an email confirmation that the ticket was received and their ticket identifier. A Customer Success Analyst will then contact you directly.
- **Phone**— Authorized users can call 844-467-4700, option 2 where they can select options including assistance for Family Support, System Down, or General Support. You will then be connected with a Customer Success Analyst who will begin working with you on your issue. Our telephone call center hours for standard support inquiries is 6 AM and 6 PM, Central Standard Time.



If the Customer Success Analyst is unable to resolve the issue, they will escalate the issue to either a Senior Application consultant or to development. LINQ utilizes a development ticket system. At all times, you will be able to monitor all ongoing support requests in the TITAN Portal. Once any development requests are completed you will be contacted by a Customer Success Analyst or Application Consultant letting you know the resolution and complete any training reviews needed.

Support Response Times and Tiers

Level 1: 30 minutes

Level 2: 3 hours

Level 3: 3 - 6 hours

Level 4: 6 - 8 hours

For Severity Level 1 issues, classified as production down and not associated with a standard maintenance window, LINQ provides 24/7 support to resolve the issue until system services have been restored. Kingsport may further inspect our Service Level Assurances agreement that is freely available on our website located here:

https://www.titank12.com/application/files/2316/1117/0655/TITAN_ServiceLevelAssurances_Jan52021.pdf

Unlike other nutrition vendors, LINQ further provides continuous status monitoring and proactive notification of issues on our status page, located here:

<https://status.titank12.com/>

We stand by our commitment to maintaining a 99.9% service availability. Our VP of Support, Peter Cardinale, pcardinale@linq.com, 916-467-4700 extension 731, and the Operations team proactively monitor issues to ensure continuity of services.

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Section C — Technical Qualifications, Experience & Approach



RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. On a separate page(s) the Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

0 = no value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	District Use ONLY
			Item Score
16	C.1.	Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.)	
16	C.2.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
17	C.3.	Describe the lifecycle of the proposer's product including version control and any planned future releases.	
17	C.4.	Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.	
19	C.5.	Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.	
19	C.6.	Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).	
Total Score (maximum possible score = 30):			
District Use – Evaluator Identification:			
Contract Administrator Signature, Printed Name & Date:			



C.1. Describe the type of hardware that can support their software solution. Provide a list that includes all hardware and software specifications (OS, Database, etc.).

Our TITAN software is completely agnostic when it comes to hardware. We offer a Software as a Service (SaaS) cloud-based platform. TITAN performs all maintenance, upgrades, and backups to be expected with an enterprise platform. We support Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. Recommended operating systems and browsers will be the latest or ones or ones that are still supported by Microsoft and Apple. City of Kingsport for Kingsport City Schools will have no software to install, maintain, or upgrade; even at the point of service.

"TITAN has been with us every step of the way to ensure the program works and address any questions we have. As a result of their dedication, we now have a tool that helps us efficiently serve breakfast and lunch to our students every day."

- Andrew Mercado, Technology Director, Oro Grande School District

C.2. Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.

LINQ is prepared to implement City of Kingsport for Kingsport City Schools with a rigorous project management approach built on PMI best practices. LINQ is not unaccustomed to successfully implementing large numbers of school districts on tight timelines. Our team successfully deployed 105 school districts in a single week without missing any serving sessions. We did this while further maintaining a 92% customer satisfaction rating.

Every TITAN customer is assigned a project lead and our implementation work plans are tracked through ClickUp. Schedules are maintained throughout the project and are visible to Kingsport City Schools to ensure project milestones are delivered on time.

Overall Performance

Since the launch of the TITAN platform in 2015, we have been exclusively focused on automating child nutrition department operations with our fully web-based nutrition platform. Fast forward to today, our TITAN software now serves students in 50 states with over 550 school districts from a single unified front of house and back of house solution. As documentary evidence of our ability to perform to Kingsport City School requirements, LINQ already delivers our service from a single codebase including:

- Provides service to more than 1,200 school districts.
- Serves more than 1.3 million meals per day.
- Has over 750,000 families.
- Operates in 50 states.
- Accommodates 28,068 serving lines simultaneously.
- Ensures an average response time of <80 MS.
- Manages 20+ terabytes of data.
- Writes all data in real-time locally for backup purposes in the event of local datacenter issues.
- Replicates all data in 5-minute increments to a remote data center as a warm failover environment.
- Guarantees a one-hour Recovery Time Objective and near real-time Recovery Point Objective.



"We can't say enough how much we appreciate this team. We are beyond impressed...it makes a difference working with employees who love where they work, they all take ownership, and are always happy to help. It is refreshing to work with a company like TITAN. I just wanted you to know."

- Laura Davis, Nutrition Services Supervisor, Center Joint Unified School District

C.3. Describe the lifecycle of the proposer's product including version control and any planned future releases.

At LINQ, we operate under an Agile development methodology specifically adopting Kanban practices. Kanban helps us to visualize the work in progress and quickly move from an idea to release. All engineering work is divided up among projects, epics, stories, and tasks.

TITAN is committed to maintaining its position as the leader in innovation, technology, and flexibility in the K-12 market. We provide a steady stream of updates to our users. We evaluate each individual request based on:

- State and federal compliance
- Number of districts impacted
- Alignment with the vision of our software
- Length of time to complete

All of our upgrades and enhancements to our base products are automatically delivered to all of our users. Our state of the art SaaS platform seamlessly delivers these updates without slow manual update procedures and are made available to all of our partner districts at no additional cost.

Our TITAN platform's technical direction is to continue to layer in additional modules and functionality in our industry-unique and zero footprint cloud service. This includes augmenting our existing capabilities with respect to Feed it Forward, Central Kitchen, Menu Planning, Accounting and Activity Based Fees, and Inventory. Since many of our future capabilities include patent-pending technology and strategic intellectual property, LINQ will provide this information only under a nondisclosure agreement. However, should LINQ be selected as the finalist for City of Kingsport for Kingsport City Schools, we will further provide additional visibility into our product roadmap including some of the new and industry-leading capabilities that we have planned for 2021.

C.4. Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.

Security is a multidimensional issue that includes both physical data center security and application and database integrity. Data vulnerability and security issues can arise from unauthorized individuals gaining access to physical media, penetrating application data through social engineering, or simply leaving a system logged in and unattended. LINQ has multiple layers of security controls designed to counteract these vulnerabilities and is described further below.



Physical Security

All our TITAN datacenters are secured according to industry best practices. Our data center provider, Google Cloud Platform (GCP), provides data center physical security based on a layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection.

Data centers are further monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. As a person gets closer to the data center floor, security measures also increase. Access to the data center floor is only possible via a security corridor which implements multifactor access control using security badges and biometrics. Only approved employees with specific roles may enter at any time.

Hardware and Software

TITAN data centers house purpose-built servers and network equipment supplied by Google. Unlike commercially available hardware, TITAN's Google servers don't include unnecessary components such as video cards, chipsets, or peripheral connectors, which can introduce vulnerabilities. Production servers run a custom-designed operating system (OS) based on a stripped-down and hardened version of Linux. This homogeneous environment is maintained by proprietary software that continually monitors systems for binary modifications. If a modification is found that differs from the standard TITAN Google image, the system is automatically returned to its official state.

Network Security

From a network security perspective, only authorized services and protocols that meet security requirements can traverse the network; anything else is automatically dropped. Industry-standard firewalls and access control lists (ACLs) are used to enforce network segregation. All traffic is routed through custom GFE (Google Front End) servers to detect and stop malicious requests and Distributed Denial of Service (DDoS) attacks. Additionally, GFE servers are only allowed to communicate with a controlled list of servers internally; this "default deny" configuration prevents GFE servers from accessing unintended resources. Logs are routinely examined to reveal any exploitation of programming errors. Access to networked devices is restricted to authorized personnel.



TITAN Application Security

LINQ employs rigorous safeguards to ensure that its application and data are secure. To begin with, all TITAN data is encrypted both at rest (256-bit Advanced Encryption Standard) and in-transit. Additionally, LINQ conducts security and vulnerability scans of our application on a monthly cadence. This includes scanning for items, including but not limited to cross-site-scripting (XSS), Flash injection, mixed content (HTTP in HTTPS), and outdated/insecure libraries.

C.5. Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.

Front of House: Titan/LINQ charges per POS terminal used by the district and will include Student Management, (student transactional information, application processing, student allergens, etc) in that cost. If additional site are added during the RFP award there will be a per site cost for Student Management.

Back of House: Titan/LINQ charges per Site Site for Inventory and Ordering (referred to as Purchasing in Titan) Production records are charged per site and include Menu Planning/Nutritional Analysis

Menu Boards are charged per board.

Reporting is included with all modules, and no additional costs will be applied.

Titan/LINQ will provide FOH software at no cost through the 2022 calendar year and will charge for FOH training/implementation on July 1, 2022.

Titan/LINQ will provide BOH software as needed for phased in approach through the 2022 calendar year. We will invoice for Both BOH and FOH software in January 2023 including the BOH training. Subsequently, we will invoice every year for BOH and FOH software through the RFP Contract Period.

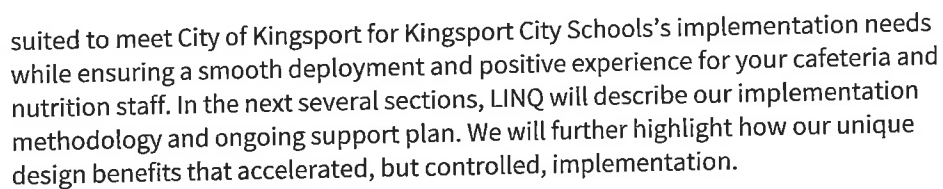
C.6. Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).

"They (TITAN) are very familiar with the countless procedures associated with Child Nutrition regulations."

- Alhambra School District

LINQ's proven implementation methodology, coupled with our next-generation web nutrition management platform that provides central control with local flexibility, is uniquely designed to accommodate the complex needs of City of Kingsport for Kingsport City Schools's multi-island and distributed school demographic. LINQ architected its nutrition management platform to enable districts like City of Kingsport for Kingsport City Schools to centrally configure district default settings including items like application management, family portal, warehouse, and cafeteria locations, meal plans, and POS device layouts centrally and in real-time facilitating implementation while reducing the need to visit or synchronize data locally at schools.

We believe that our innovative software design, coupled with our programmatic implementation methodology with a legacy of 100% customer satisfaction, is best



The key to successful implementation is in the initial project planning. LINQ will assign a dedicated Project Team Lead and Project Coordinator to refine City of Kingsport for Kingsport City Schools's initial project work plan and statement of work. Each element of the project plan is identified in our project management planning tool, ClickUp, with specified tasks, activity details, required files, and assignees. Our Project Coordinator will work in concert with the City of Kingsport for Kingsport City Schools project manager to ensure the on-time delivery of all tasks.

The ClickUp screenshot above shows the tasks associated with launching the Point of Service and Free and Reduced TITAN module. Each task is further broken down into subtasks.

In this screenshot, we show a task breakdown and the details including subtasks, required configuration documents and attachments, responsibilities and timelines, and any comments from implementation personnel.



Project Setup and Implementation

During the project setup and implementation phase, the LINQ Senior Application Consultants will work with City of Kingsport for Kingsport City Schools to configure each module and verify the desired process workflow. The project work plan governs the milestone deliverable dates and the Application Consultants are accountable for meeting timelines. The implementation tasks include at a high level:

- Setting up the District Configuration
- Configuring security access permissions and roles
- Configuring specific module configurations
- Localizing configurations to specific City of Kingsport for Kingsport City Schools schools, cafeterias, warehouses
- Verifying appropriate workflow and configuration
- Configuring reports

The screenshot below provides a typical example of one of the many dynamic configuration screens that City of Kingsport for Kingsport City Schools will be able to set to its configuration preferences.



Provides an example of the District general configuration screen.

Training

City of Kingsport for Kingsport City Schools will benefit from LINQ's comprehensive and tailored training program that is encapsulated in TITAN Academy, our Learning Management System (LMS). We believe that an effective training program includes pre-work, self-paced materials, classroom instruction, didactic learning, and just-in-time follow-up.

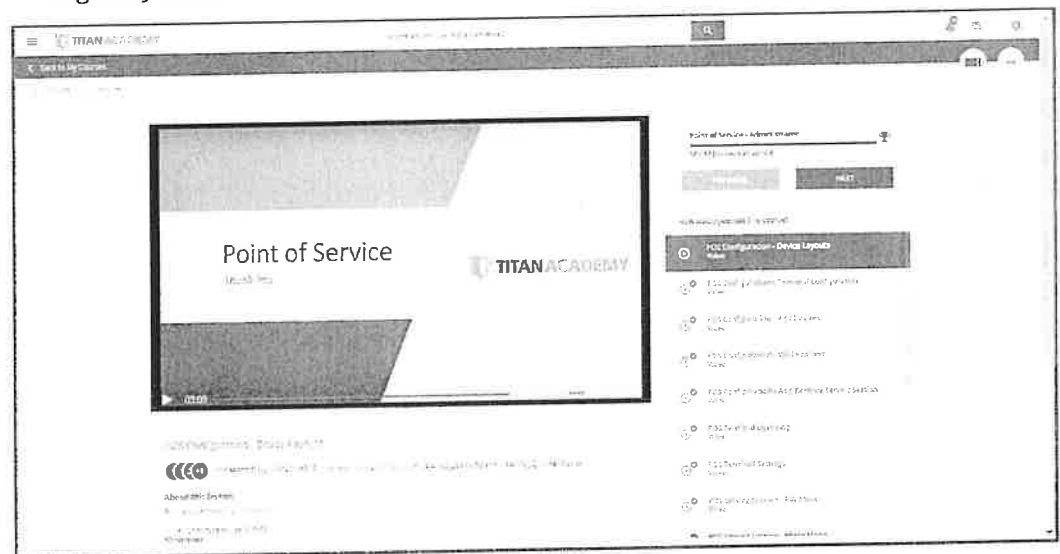
TITAN Academy further provides City of Kingsport for Kingsport City Schools with the added benefit of a complete library of online training videos that allows City of Kingsport for Kingsport City Schools Administrators, Managers, and Cashiers to learn TITAN functionality at their own pace via their computer or smartphone. Our extensive video library enables staff to learn materials in advance of instructor-led training sessions and the convenience of learning from their home location. Our users are better prepared and more readily able to transition to our platform given the variety of training materials and



modalities versus other commercial vendors that focus on a 'one size fits all' approach to training.

Our TITAN Academy provides City of Kingsport for Kingsport City Schools an in-depth training program that is composed of:

- Learning plans by City of Kingsport for Kingsport City Schools role
- Video-based training
- Instructor-led training
- Assignments
- Knowledge tests
- Certificate of course completion
- Professional credits
- Quick reference guides
- Instructional materials
- Embedded training mode (Cashiers, POS)
- Regularly scheduled follow-up webinars



The screenshot below provides an example of one of our TITAN Academy videos.

Post Implementation Plan and Ongoing Support

LINQ provides numerous avenues to City of Kingsport for Kingsport City Schools to receive the highest quality and prompt support post-implementation. This includes telephone support, online case submission, ongoing access to TITAN FAQs and training videos, regular webinars covering key topics, and additional training scheduled on an as-needed basis. LINQ's standard telephone support hours are 6 AM to 6 PM Central Time.

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Software Requirement Checklist



**CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION**

Checklist

- ☒ Small Business and Minority Classification (Page 9)
- ☒ Bid Properly Signed/Dated (Page 11)
- ☒ Certificate of Compliance (Page 28)
- ☒ Certification – Debarment (Page 29)
- ☒ Certification – Lobbying (Page 30)
- ☒ Compliance Affidavit – Signed and Notarized (Page 31-32)
- ☒ Vendor Information Form and W-9 (Page 33-35)
- ☒ Technical Proposal (Pages 38-40)
- ☒ Cost Proposal (Pages 41-44)



**CITY OF KINGSFORT FOR KINGSFORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION**

Software Requirement Checklist

System Information

The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.

All aspects of the software need to be accessible from any location with access to the internet.

All data should be in a unified database, and changes are updated in real time between modules.

Security permissions can be configured by user or by group for all components of the software.

Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in this RFP.

YES	NO
Y	
Y	
Y	
Y	
Y	

Point of Sale

Must be touch based without any need for a keyboard or mouse.

Must support up to two pin pads per POS, for input of unique student identifier.

Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.

All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.

Track allergies and dietary restrictions by student, and warn/prevent sales of items based on this information.

Must be able to serve students from multiple schools through each POS terminal.

Must support a school or principal account that can be used to make purchases or pay for student meals.

Must have a sell by photo mode that allows the cashier to enter sales by viewing student photos.

Must have the capability of contactless payments as well as debit/credit card purchases.

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Menu Planning

Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.

Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.

Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.

Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.

System must be USDA approved for Menu Planning and Nutritional Analysis.

Ability to copy menu plans and assign them to sites and dates as applicable.

Y	
Y	
Y	
Y	
Y	
Y	

Production Records

Production records need to be populated from scheduled menus that have been assigned to the site/date.

Ability to print a production worksheet, production pull ticket, and finished production record that meets all Tennessee state requirements.

Ability to modify scheduled production record at the site level, by adding/removing items and recipes, and updating served/prepared quantities.

Ability to support an optional temperature probe.

Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.

Ability to calculate all costs associated with production record based on actual production.

Y	
Y	
Y	
Y	
Y	
Y	



Inventory & Ordering		YES	NO
Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.		Y	
Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.		Y	
Ability to transfer inventory items between sites.		Y	
Ability to track available commodity items, and automatically use commodity items when entering site orders.		Y	
Ability to automatically generate orders based on planned production records and on-hand inventory.		Y	
Ability for an item to be ordered from multiple vendors.		Y	
Ability to create delivery schedules based on vendor and sites.		Y	
Ability to setup custom storage locations by site.		Y	
Ability to support an optional barcode scanner that be used for receiving.		Y	
Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).		Y	
Student Management			
Ability to attach documentation to student records.		Y	
Record a history of all student notifications.		Y	
Record a history of all changes to student applications.		Y	
Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.		Y	
Automatically extend grace benefits to CEP students who are transferring to non-cep sites.		Y	
Free & Reduced			
Include online meal applications		Y	
Provide access to online meal application inside the online portal		Y	
Allow parents to fill out online applications even if they don't have an account in the system		Y	
Must provide online meal applications in any language needed by the district		Y	
Ability to display a customizable message when online applications are completed		Y	
Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process		Y	
Ability to exclude eligibility benefit types such as FDIPIR and SNAP from the automatic approval process		Y	
Ability to include custom questions on online meal applications		Y	
Ability to create and track an unlimited number of online meal application statuses		Y	
Must enforce data entry in required fields to ensure completed applications		Y	
Must provide a unique alpha numeric code for every submitted application.		Y	
Must email parents that unique code when completing an online application		Y	
Ability to track notes on the application record		Y	
Ability to add attachments on the application record.		Y	
Eligibility letters to parents must be fully customizable		Y	
Ability to print or email eligibility letters from the application record		Y	
Keep a record of all notifications sent regarding that application		Y	
Provide a read receipt for emails		Y	
Each application must include a change history to track all changes made to application		Y	
Ability to create custom statuses for online applications		Y	
Ability to print paper copies of online applications		Y	

**FREE & REDUCED (continued)**

- System must detect and track duplicate meal applications
- System must support an upload of the district's direct certification file that automatically matches to enrolled student
- System must automatically extend benefits to household members based on direct certification import
- Extended benefits must be identified uniquely from direct certified eligibilities
- System must allow direct certification to be run as often as needed
- Ability to group schools for reimbursement reports
- All applications must be available in the system for a minimum of five years

YES	NO
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Free & Reduced Verification

- System must provide a streamlined process for handling verification
- Must provide the ability to manually select applications for verification
- Must provide the ability to select a specified number of applications at random
- Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.
- Must provide a count report that displays the number of total applications and the number selected per category
- Must allow printing and emailing of initial notification letters
- Must allow printing and emailing of warning letters
- Must allow printing and emailing of complete letters
- Must allow printing and emailing of failures to respond
- Must automatically generate and populate all necessary federal reports for verification
- Ability to exclude a school from the verification process

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

Accountability

- Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.
- Ability to perform edit checks on meal counts by site with customizable attendance factors.
- Ability to export all financial, claim, and inventory data as needed.
- Support custom scheduled exports and imports.

Y	
Y	
Y	
Y	

Reporting

- The system must continue to function normally while reports are being generated.

Y	
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Online Portal (Payments)

- Must be PCI compliant
- Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.
- Allow parents to view student accounts, including account balances and transactions, at no cost to the parent
- Allow parents to submit free and reduced applications
- Allow parents to view menu boards by school.
- Allow parents to view transactions in real time.
- Parents should have access to a free mobile app.
- Software provider must assume all liability for transactions made through the online portal.
- Software provider must provide support for parents using the online portal.

Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Attachments



Certificate of Compliance

RFP ATTACHMENT 5.1.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Sullivan County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972;
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
7. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
8. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as DA Amendment Act of 2008 (42 U.S.C. 12131-12189);
9. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
10. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
11. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
12. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
13. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs).
14. the condition that no amount shall be paid directly or indirectly to an employee or official of City of Kingsport or Kingsport City Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subSuccessful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Signed *Susan Sharp* Dated 9/15/2021
 Print Name Susan Sharp Email proposals@linq.com
 Company FMS LINQ, Inc Telephone No. 910-799-0121
 Address 2528 Independence Blvd., Ste. 200 Fax No. 910-799-5927
 City Wilmington State NC Zip 28412



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

RFP ATTACHMENT 5.2.

City of Kingsport for its
Kingsport City Schools

School Nutrition Program

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / proposer is unable to certify to any of the statements in this Certification, such prospective participant / proposer shall attach an explanation to this proposal.

EMS LINQ, Inc.
Organization Name

Susan Sharp, Chief Operating Officer
Name(s) and Title(s) of Authorized Representative(s)


Signature

9/15/2021
Date



Certification Regarding Lobbying

RFP ATTACHMENT 5.3.

CERTIFICATION REGARDING LOBBYING

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 section 1352, title 31, U.S. Code. 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 of 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 sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

EMS LINQ, Inc., 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412
Name/Address of Organization

Susan Sharp, Chief Operating Officer
Name/Title of Submitting Official

Susan Sharp
Signature

9/15/2021
Date



Compliance Affidavit

RFP ATTACHMENT 5.4.

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: EMS LINQ, Inc.

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? Yes ☒ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

N/A

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes ☒ No

If you answered yes please state the name of the employee or board member

N/A

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

30 | Page



9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED BY: _____

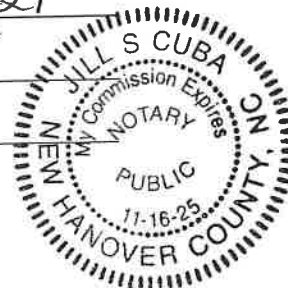
PRINTED NAME: Susan Sharp

TITLE: Chief Operating Officer

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 9/20/21

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: 11/16/25





W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EMS LINQ, INC.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																			
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																			
	<input type="checkbox"/> Other (see instructions) ▶ _____																																																			
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 2528 Independence Blvd. Suite 200		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Wilmington, NC 28412																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">9</td> </tr> </table>			Social security number																				or										Employer identification number										8	2		4	1	2	7	7	8	9
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ <i>Philip Pontius</i>	Date ▶ <i>1/20/2021</i>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



Vendor Information Form

VENDOR INFORMATION FORM

Company Name: EMS LINQ, Inc.

Address to mail Purchase 2528 Independence Blvd., Ste. 200

Orders/Bids/Quotes: Wilmington, NC 28412

Email Address to email Purchase Order: accounting@linq.com

Phone Number: 910-799-0121

Fax Number: 910-799-5927

Address to send payments to: PO Box 74500

Atlanta, GA 30374-5000

Phone Number: 910-799-0121

Fax Number: 910-799-5927

Employer Identification #: 82-4127789

Social Security #: N/A

Name as Shown On Social Security Card: N/A

Are you incorporated? Yes ☒ No ☐

Are you an exempt Government Agency or Organization? Yes ☐ No ☒

Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? Yes ☐ No ☒

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member _____

Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes ☐ No ☒

If you answered yes please state the name of the employee or board member _____

Please make sure to check the box on W-9 for Individual/Sole Proprietor, Corporation, Partnership, or Limited Liability Co.

Terms: Net 30

Does your company accept payment by Credit Card? Yes ☒ No ☐

List products and/or services your company can provide: _____



Accounting
Finance and HR
TITAN Nutrition

State Child Nutrition
Payments
Registration, Websites

The undersigned hereby declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Contact Person and Title:

Susan Sharp, Chief Operating Officer

Phone Number:

910-799-0121

Signature:

Susan Sharp

Accounting
Finance & HR
TITAN Nutrition
State Child Nutrition
Payments
Registration
Website

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

RFP Proposal Statement of Assurances



RFP Proposal Statement of Assurances

RFP ATTACHMENT 6.1.

RFP PROPOSAL STATEMENT OF ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP for the total contract period including annual renewal options.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the proposing entity.

****DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY****

SIGNATURE: _____

Susan Sharp

PRINTED NAME & TITLE: Susan Sharp, Chief Operating Officer

DATE: 9/15/2021

PROPOSER LEGAL ENTITY NAME: EMS LINQ, Inc.

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): 82-4127789

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Regulation Compliance



Regulation Compliance

2. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency and holding license to provide services. If it is determined by KCS that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, City of Kingsport reserves the right to terminate the contract for default and award to the next most qualified proposer.

AUDIT PROCEDURE

If the Proposer includes the Proposer's cost in the cost formula, KCS will review the Proposer's invoice cost records a minimum of two times per contract year. The Proposer shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance.

RFP SOFTWARE PRESENTATION

This RFP may require the qualified proposers to conduct a virtual presentation. The proposer must meet the system requirements of this RFP. The District reserves the right to dismiss requests that do not meet specifications in this RFP. The District will not be liable for any cost incurred by the proposer in connection with such presentation. (i.e. travel, accommodations, etc.)

MATERIAL AVAILABILITY

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the proposer to notify the KCS liaison immediately if material specified is discontinued, recalled, replaced, or not available for an extended period of time.

FEDERAL TAX AND STATE SALES TAX

Purchases by the District are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the District upon request of the Proposer.

REGULATION COMPLIANCE

- A. ENVIRONMENTAL TOBACCO SMOKE: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Proposer shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- B. 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).
- C. Energy Policy and Conservation Act. Applies to all contracts. All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163 Statute 871) (PL94-165).
- D. 2 CFR 200.326(i), Suspension and Debarment - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential proposer must certify eligibility by signing the included form.
- E. 2 CFR 200.326, Restrictions on Lobbying - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).

8 | Page



- F. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

PROPOSER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

- ☐ Minority Firms
- ☐ Women's Business Enterprise
- ☐ Labor Surplus Area Businesses
- ☐ Minority Owned Businesses
- ☒ Other C-Corp

EMS LINQ, Inc.
(Company Name)

- G. 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- H. 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- I. Non-Collusion Affidavit - The form states the proposer agrees and understands the affidavit and is required to be signed.
- J. § 50-9-113, Drug-Free Workplace Affidavit - A form required to be signed to affirm company is compliance.
- K. Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- L. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- M. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student- to-student harassment.
- N. Buy American

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to Sandra Sloan, ssloan@k12k.com, Kingsport City Schools, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660, a minimum of fourteen (14) days in advance of delivery.



Failure to complete and sign the "Buy American Certification Form" and include it with the bid response will be considered a non-responsive bid.
If the bidder ships items that have not been approved by the School Nutrition Program during the contract period, the non-compliance will be addressed as a breach of contract.

DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-Successful proposers have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

EQUAL OPPORTUNITY / NON-DISCRIMINATION

Kingsport City Schools is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Proposer:

EMS LINQ, Inc. /

Luzon Shays
Company Name/Signature



RFP RESPONSE – COST PROPOSAL

CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
DUE: SEPTEMBER 22, 2021 4:00 PM ET

LINQ

EMS LINQ and the TITAN nutrition platform are Making Schools Stronger by bringing state-of-the-art efficiencies and providing real-time visibility to school foodservice operations. Our founders are school information technology veterans and nutritionists. We have created scalable and affordable, web-based management solutions to help districts and schools like yours succeed.

TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. We perform all maintenance, upgrades, and backups allowing your team to focus on food preparation and child nutrition. We support enterprise browsers Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; ever.

LINQ delivers a next-generation user experience with TITAN, built entirely in HTML 5 that is pleasing to your staff. TITAN is a multi-tier application that scales effortlessly in real-time to support peak demand. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.

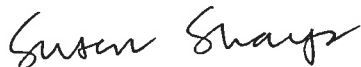
All TITAN modules are fully integrated, and 100% cloud based:

- Application Processing (manual, online, & scanned)
- Point of Service (with disconnected serving)
- Central Kitchen
- Inventory (with mobile Scanning)
- Purchasing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Menu Planning w/Nutritional Analysis (with our *exclusive* Nutritional Scanner)
- Temperature Capture
- Production
- Digital Menu Boards
- Vending
- Voice/Text Notification
- Online Pre-Ordering
- Student Connect App
- Curbside Pickup/Multiple Meals Serving

Moreover, your families are equipped with a modern mobile application and web portal for processing their online payments and applications.

We have thoroughly reviewed the RFP requirements and have provided all necessary information for the response. LINQ, in response to the City of Kingsport for Kingsport City Schools Request for Proposal for School Nutrition Management Software Solution, submits the attached information.

We look forward to earning your business!



Chief Operating Officer

Susan Sharp |

EMS LINQ, Inc. | www.linq.com

susan@linq.com | 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412

O: +1 910 795 1943 | C: +1 703 585 9640

RFP RESPONSE FOR CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS

Cost Proposal



CITY OF KINGSPORT FOR KINGSPORT CITY SCHOOLS
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
COST PROPOSAL FORM

PROPOSER SIGNATURE:	<i>Susan Sharp</i>		
PRINTED NAME & TITLE	Susan Sharp, Chief Operating Officer		
DATE:	9/15/2021		
PROPOSER LEGAL ENTITY NAME:	EMS LINQ, Inc.		
<p>Instructions: Proposers have the option of charging each module by site or lump sum. Additionally, Proposers may forgo individual module pricing and propose a lump sum yearly cost. Any lump sum pricing, either by module or by year, is made with the understanding that sites may be added or deleted without altering the price.</p> <p>If an item is included at no cost to the district, enter "\$0".</p> <p>If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement outlined on pages 17-20.</p>			
Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost

First Phase: Front of House

Point of Sale	200	40 POS Computers	\$8000
Student Eligibility Management	Included with POS. Any additional school sites added during the RFP contract will be charged \$300 per site.	11 Sites	Included with POS. Any additional school sites added during the RFP contract will be charged \$300 per site.
Online Payment	Included in Student Eligibility	11 Sites	Included in Student Eligibility
Free & Reduced	Included in Student Eligibility	11 Sites	Included in Student Eligibility
Accountability	Included in all Modules	11 Sites	Included in all Modules
Total Front of House Costs:			\$8000
<p>Please explain if/how the FOH rate would be prorated for a May 2022 FOH implementation</p> <p>LINQ will provide the FOH and BOH software at no cost for the 2022 Calendar Year. LINQ will charge FOH training on July 1, 2022 and will include BOH training costs on the invoice in January, 2023. LINQ will subsequently invoice on January 1, 2023 for the full platform including training and then invoice each additional year of the RFP.</p>			

Second Phase: Back of House

Menu Planning & Nutritional Analysis	Included with Production Records	11 Sites	Included with Production Records
Online Menu Boards	\$200 per Board	11 Sites	\$2200
Ordering	Included in Inventory Module	12 Sites	Included in Inventory Module
Inventory	\$300 per site	11 Sites (including 1 Warehouse)	\$3600
Production Records	\$175 per site	11 Sites	\$1995
Reporting	Included in all Modules	11 Sites	Included in all Modules

**Total Back of House Costs:**

		\$7795
--	--	--------

TrainingCost per Day or Hour
(please specify)

Onsite training and travel expenses during implementation, if applicable	\$1650/day FOH \$1650/day BOH	2-8 hr days during FOH implementation 2-8 hr days during BOH implementation	\$3300 FOH \$3300 BOH <small>Note: Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed as incurred.</small>
Onsite training and travel expenses if needed after implementation.	\$1650/day	4 hrs/year	\$1650
Online live training/support during implementation	\$125/hour	70 hrs during implementation For FOH and BOH	\$8750
Online live training/support after implementation	Included with Software	10 hrs/year	Included with Software
Online recorded training	Included with Software	Instructional videos for most or all of purchased modules	Included with Software
Total Training/Support Costs:			\$17,000

Additional Fees

Additional required fees not listed above (please explain)

Total Additional Fees:**Hardware Adjustment**

Is your software compatible with existing hardware?

YES

NO

☐ YES
☒ NO *

*If the program code can be provided, then we can utilize your existing hardware

If "NO", an additional cost of \$350 each will be added to the Year 1 price to account for the cost to replace all 35 pin pads.

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 (1 semester FOH)	\$8,500 FOH training	\$12,250	\$20,750
Year 2 (FOH and BOH)	\$15,795 + \$8,500/BOH training		\$24,295
Year 3	\$15,795		\$15,795
Year 4	\$15,795		\$15,795
Year 5	\$15,795		\$15,795
Year 6	\$15,795		\$15,795
Year 7	\$15,795		\$15,795
Year 8	\$15,795		\$15,795
Year 9	\$15,795		\$15,795
Year 10	\$15,795		\$15,795



AGENDA ACTION FORM

Consideration of a Resolution Changing Certain Meeting Dates for Work Session and Business Meetings of the Board of Mayor and Aldermen

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-313-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Bart Rowlett

Presentation By: Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

If adopted, the accompanying resolution will cancel regular meetings of the board in January, March, July, and October 2026 due to conflicts with holidays and various conferences.

Article III, Section 7 of the Charter of the City of Kingsport provides that except as "provided by ordinance or resolution, the regular meeting of said board shall be at 7:00 p.m. (local time) on the first and third Tuesday of each month." However, certain regular meetings of the board conflict with or are affected by holidays, planning sessions, and conferences in the calendar year 2026. It is recommended that certain meetings be canceled or rescheduled to eliminate these conflicts.

The attached resolution cancels the January 5, 2026, work session, and the January 6, 2026, business meeting due to the Christmas and New Year holidays; the March 2, 2026 work session and the March 3, 2026 business meeting due to the TML Spring Conference; the July 6, 2026 work session and the July 7, 2026 business meeting due to the Independence Day holiday; and the October 19, 2026 work session and the October 20, 2026 business meeting due to the ICMA conference.

Additionally, the resolution reschedules the January 19, 2026, work session to January 20, 2026, in honor of the Martin Luther King, Jr. holiday

Attachments:

1. Resolution
2. 2026 Meeting Schedule

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

RESOLUTION NO. _____

A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND
BUSINESS MEETINGS OF THE BOARD OF MAYOR AND
ALDERMEN IN JANUARY, MARCH, JULY AND OCTOBER 2026
IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE
CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, Article III, Section 7 of the Charter of the City of Kingsport, Tennessee provides that the business meetings of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen finds that due to the Christmas and New Year's day holidays it is appropriate to cancel the January 5, 2026, work session, and the January 6, 2026 business meeting; the March 2, 2026 work session and the March 3, 2026 business meeting due to the TML spring conference; due to the Independence Day holiday on July 4, 2026, it is appropriate to cancel the July 6, 2026, work session and the July 7, 2026, business meeting, and the October 19, 2026 work session and the October 20, 2026 business meeting due to the ICMA conference; and

WHEREAS, work sessions are usually held on the Monday preceding the business meeting, but in honor of the Martin Luther King, Jr. holiday the board of mayor and aldermen would like to set a work session on Tuesday, January 20, 2026 at 4:00 p.m., in lieu of holding the work session on Monday, January 19, 2026.

Now therefore,

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

SECTION I. That in accordance with Article III, Section 7 of the Charter of the City of Kingsport, Tennessee, the board approves the canceling of the January 5, 2026, work session and the January 6, 2026, business meeting; March 2, 2026 work session and the March 3, 2026 business meeting; July 6, 2026, work session and the July 7, 2026, business meeting; and the October 19, 2026 work session and the October 20, 2026 business meeting.

SECTION II. That the board sets a work session for Tuesday, January 20, 2026, at 4:00 p.m. in lieu of a work session on Monday, January 19, 2026.

SECTION III. That the city recorder is authorized and directed to advertise the changes set forth in this resolution, and to take all acts needed to ensure that notice of the meetings are made to the public in compliance with Tenn. Code Ann. § 8-44-103.

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

ADOPTED this the 18th day of November, 2025.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



Board of Mayor and Aldermen 2026 Meeting Dates

BMA Work Session 4:30 p.m.	BMA Business Meeting 7:00 p.m.
January 20 (Tuesday, 4pm)	January 20
February 2	February 3
February 16	February 17
February 27 Budget Planning Session	N/A
March 16	March 17
April 6	April 7
April 20	April 21
May 4	May 5
May 11 Budget (Monday, 2-5pm)	N/A
May 14 Budget (Thursday, 10am-noon)	N/A
May 18	May 19
June 1	June 2
June 15	June 16
July 20	July 21
August 3	August 4
August 17	August 18
August 31	September 1
September 14	September 15
October 5	October 6
November 2	November 3
November 16	November 17
November 30	December 1
December 14	December 15

Only one meeting in January, March, July, & October



AGENDA ACTION FORM

Consideration of a Resolution for Amendment Number 2 with the Tennessee Department of Transportation for Resurfacing Various Roadways Project Pin 129800.00 Authorizing the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-314-2025

Work Session: November 17, 2025

First Reading: N/A

Final Adoption: November 18, 2025

Staff Work By: Committee

Presentation By: Ryan McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved the City will enter into a second contract amendment with the Tennessee Department of Transportation (TDOT) to extend the contract completion date to April 30, 2026. The extension is necessary to continue with reimbursement requests and project closeout.

On December 3, 2019 the Kingsport Board of Mayor and Alderman entered into a contract with the Tennessee Department of Transportation for resurfacing various roadways inside Kingsport City Limits using Metropolitan Transportation Planning Organization funds (AF-248-2019). Roadways included in this project are Moreland Drive, Cooks Valley Road, Netherland Inn Road, and Fall Creek Road. The original contract expired on October 31, 2024. Amendment 1 to the contract (AF-296-2024) was brought forth on November 4, 2024 that extended the contract date to May 15, 2025. Construction work was completed in April, 2025. City staff are still working to submit invoices for reimbursement of funds. In order to finish the reimbursements, TDOT requires an active agreement between both parties. Therefore, amendment number two is being brought forth to extend the completion date until April 30, 2026.

Staff requests approval of Amendment Number 2; Agreement No. 190342; Federal Project No. STM-M-9108(51); State Project No. 82LPLM-F3-096; PIN 129800.00.

Attachments:

1. Resolution
2. TDOT Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT NUMBER 190342 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR RESURFACING VARIOUS ROADS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on November 19, 2019, the board approved Resolution No.: 2020-083, authorizing the mayor to sign Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads with an expiration date of October 31, 2024; and

WHEREAS, on November 5, 2024, the board approved Resolution No.: 2025-091 authorizing the mayor to sign Amendment 1 to the Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads to extend the completion date to May 15, 2025;

WHEREAS, while the construction work was completed in April, 2025, city staff are still working to submit invoices for reimbursement of funds; and

WHEREAS, in order to be eligible for reimbursement of funds spent, the contract date must be extended, Amendment 2 to the contract will extend the completion date until April 30, 2026.

Now therefore,

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

SECTION I. That Amendment 2 to the Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads, to extend the project completion date to April 30, 2026, 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, the Amendment 2 to the Local Agency Project Agreement Number 190342 with the Tennessee Department of Transportation for the resurfacing of various roads, to extend the project completion date to April 30, 2026, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution said agreement being as follows:

Amendment Number: 2
Agreement Number: 190342
Project Identification Number: 129800.00
Federal Project Number: STP-M-9108(51)
State Project Number: 82LPLM-F3-096

THIS AGREEMENT AMENDMENT is made and entered into this day of , 20 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport

1. The language of Agreement # 190342 dated December 3, 2019 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .

2. The language of Agreement # 190342 AI dated November 25, 2024 Section B.2 a) is hereby deleted in its entirety.

3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **April 30, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 18th day of November, 2025.

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 TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

November 5, 2025

The Honorable Paul Montgomery
Mayor, City of Kingsport
Address
Kingsport, TN

Re: Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland
Inn Road in Kingsport
Kingsport, Sullivan/Hawkins Counties
PIN: 129800.00
Federal Project Number: STP-M-9108(51)
State Project Number: 82LPLM-F3-096
Agreement Number: 190342

Dear Mayor Montgomery:

I am attaching an amendment to the original contract to this letter. The amendment deletes and replaces the Exhibit A and extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Kristen Anecchiarico at 615-253-3075 or kristen.anecchiarico@tn.gov.

Sincerely,

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment to Replace Exhibit A and Change Completion Date

Amendment Number: 2

Agreement Number: 190342

Project Identification Number: 129800.00

Federal Project Number: STP-M-9108(51)

State Project Number: 82LPLM-F3-096

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport

1. The language of Agreement # 190342 dated December 3, 2019 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 190342 A1 dated November 25, 2024 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **April 30, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Paul W. Montgomery **Will Reid**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Rodney B. Rowlett, III **Leslie South**
Attorney **General Counsel**

ATTESTED BY:

By: _____ Date _____
Steve Allen
Director, Local Programs
& Community Investments
Division

Angie Marshall
Deputy City Recorder

Date

EXHIBIT "A" for AMENDMENT 2

Agreement #: 190342

Project Identification #: 129800.00

Federal Project #: STP-M-9108(51)

State Project #: 82LPLM-F3-096

Project Description: Moreland Drive, Meadow View Parkway, Fall Creek Road, Cooks Valley Road and Netherland Inn Road in Kingsport. Resurfacing of various functionally classified roadways including milling, grading, repairing, ADA improvements, striping, and signage. Road segments are Moreland Drive, from SR-36 to the Kingsport City limits; Meadowview Parkway, from SR-126 to the Kingsport City Limits; Fall Creek Road, from Bridge over Patrick Henry Lake to the Kingsport City limits; Cooks Valley Road, from Harbor Chapel Road to Old Cooks Valley Road; and Netherland Inn Road, from SR-1 to Big Elm Road.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Resurfacing

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	STBG-L	80	0	20	\$21,907.00
PE-DESIGN	STBG-L	80	0	20	\$50,154.00
RIGHT-OF-WAY	STBG-L	80	0	20	\$25,000.00
CONSTRUCTION	STBG-L	80	0	20	\$2,657,601.00
CEI	STBG-L	80	0	20	\$234,000.00
TDOT ES	STBG-L	80	0	20	\$23,400.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



AGENDA ACTION FORM

Consideration of a Resolution Approving Payment to Phil Hoskins for Replacement of a Brick Column and Authorizing Execution of a Release of All Claims

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

Action Form No.: AF-319-2025
Work Session: November 17, 2025
First Reading: N/A

Final Adoption: November 18, 2025
Staff Work By: K. Hodgson
Presentation By: B. Rowlett

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

If approved the City will pay Phil Hoskins, the owner of 1000 Shepparton Lane, \$4,500.00 to replace a brick column.

On or about September 8, 2025, a milling machine operated by a city employee damaged a brick column at 1000 Shepparton Lane. Risk management filed a liability claim with Public Entity Partners (PEP), the risk management pool in which the city participates. On October 10, 2025, Mr. Hoskins signed a release from all claims and demands with the city and PEP for \$4,395.86. The amount was based upon a quote Mr. Hoskins had submitted from his chosen contractor.

On October 23, 2025, Mr. Hoskins contacted Risk to request additional compensation as his contractor was unable to match the brick for the new column to an existing adjacent column. He submitted invoice 123456 from his contractor for \$4,500.00 to replace the existing, undamaged column.

Due to the release Mr. Hoskins signed on October 10, 2025, further payment for any damage in relation to the incident on September 8, 2025, must be issued by the city and not PEP.

It is recommended that Mr. Hoskins be required to execute a release of all claims.

Funding is available in 615-1702-413.51-31.

Attachments:

1. Resolution
2. Invoice 123456
3. Liability Release

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

RESOLUTION NO. _____

A RESOLUTION APPROVING PAYMENT TO PHIL HOSKINS
FOR THE REPLACEMENT OF A BRICK COLUMN UPON
EXECUTION OF A RELEASE OF ALL CLAIMS ACCEPTABLE TO
THE CITY

WHEREAS, on or around September 8, 2025 during the scope and course of street maintenance, a milling machine operated by a city employee struck and damaged a brick column at 1000 Shepparton Lane; and

WHEREAS, in connection therewith a liability claim was filed with Public Entity Partners (PEP) the risk management pool in which the city participates; and

WHEREAS, the claim was approved and the amount of \$4,395.86 was paid to Mr. Hoskins based upon a quote for replacement of the column by a contractor of Mr. Hoskins' choosing in exchange for which a release for all claims and demands was signed; and

WHEREAS, since then a demand for \$4,500.00 in additional compensation has been made to replace an existing adjacent column which was undamaged due to the fact the contractor was unable to obtain matching brick for the column to be replaced; and

WHEREAS, funds are available in account number 615-1702-413.51-31.

Now therefore,

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

SECTION I. That the payment of \$4,500.00 to Phil Hoskins for the replacement of a brick column in connection with a prior liability claim is approved upon execution of a release of all claims which shall be deemed acceptable to the city upon approval as to form by the city attorney.

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, a release of all claims and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the application 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 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 18th day of November, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

123456

Statement

DATE

TERMS

TO Phil hoskins/City of Kingsport

IN ACCOUNT WITH

Spivey Masonary

276-494-6425

Remove other column
and rebuild with
new brick

Labor and Materials

\$4500

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT



AGENDA ACTION FORM

Consideration of a Resolution to Approve Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-325-2025
Work Session: N/A
First Reading: N/A

Final Adoption: November 18, 2025
Staff Work By: M. Thompson; R. Trent
Presentation By: R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the city will approve a right-of-way easement with American Electric Power, d/b/a Kingsport Power Company to install conduit and a switching cabinet on the City Hall property, 415 Broad Street. This will provide an interconnect between the two downtown circuits. When an outage occurs, this will allow a portion of the affected circuit to be reenergized quicker by isolating the outage and refeeding the unaffected portion of the circuit through this new switch. Doing so will provide for resiliency and redundancy of the network.

The attached resolution approves the right-of-way easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the names of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Easement
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power d/b/a Kingsport Power Company has requested right-of-way easement on city-owned property located at 415 Broad Street; and

WHEREAS, in doing so, the easement will enable Kingsport Power Company to construct an interconnect between two downtown circuits which will provide better resiliency and redundancy of the network.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

SECTION I. 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, Right-of-Way Easements with Kingsport Power Company.

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 18th day of November, 2025.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

City of Kingsport Eas No. _____ R/W Map No. 3783 1103 D1
225 W. Center St. W. O. No. W003836401 Job No. 25560039 Prop No. 1
Kingsport, TN 37660 Line City of Kingsport

THIS AGREEMENT, made this 15th day of October, 2025, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), or other good and valuable consideration from Kingsport, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

On the North by the lands of Church Cir W TN
On the East by the lands of E Sullivan St
On the South by the lands of E New St
On the West by the lands of Broad St
herein after referred to as the "premises"

The Easement shall be 20 feet wide, lying 10 feet on each side of the facilities as constructed. The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

Being a right of way easement over the same property conveyed to Grantors herein by The Industrial Development Board of The City of Kingsport, Tennessee, by deed dated 3/13/2025, and recorded in Sullivan County, Deed Book No. 3642, Page 2546.

Map 046I, Group D, CTL Map 046I, Parcel 030.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), in, on, along, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

THIS INSTRUMENT PREPARED BY KINGSPORT POWER COMPANY, 420 RIVERPORT RD, KINGSPORT, TN 37660

CITY OF KINGSPORT, TENNESSEE

By: _____
Mayor

Attest: _____
City Recorder

STATE OF _____)
COUNTY OF _____) To-wit:

Before me _____ of the State
and County aforesaid, personally appeared _____,
with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to
be Mayor of CITY OF KINGSPORT, TENNESSEE, the within named bargainor, a
municipal corporation, and that he/she as such Mayor, being authorized so to do, executed
the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of
_____, this the ____ day of _____, 20__.

My Commission expires:

Notary Public

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the
property transferred, whichever is greater, is \$ \$1.00, which amount is equal to or greater
than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

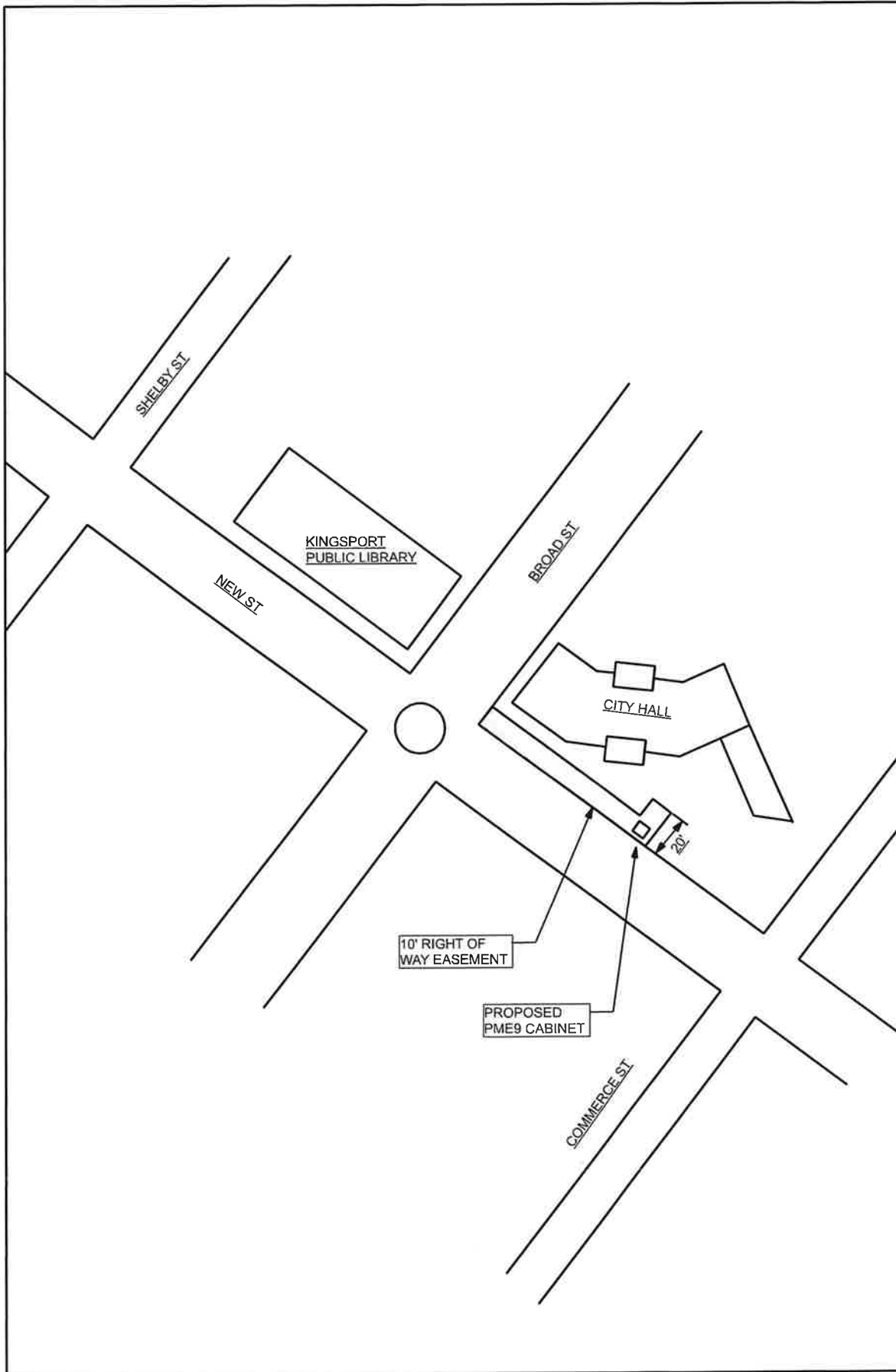
Subscribed and sworn to before me this the ____ day of _____, 20__.

My Commission Expires:

Notary Public

This instrument was prepared by Kingsport Power Company: SAC/TH/____

GRW 256 - UNDGRD - TN CORP - Page 2



CITY OF KINGSFORT RIGHT OF WAY DRAWING EXHIBIT 'A'	State: Tennessee R/W JOB # 25560039	
	County/Parrish: SULLIVAN CO	
	Township: KINGSFORT	
	Drawn: Item XII.6. SLEY	Date: 11/13/2025