BMA Workshop and Meeting Minutes

BMA WORKSHOP
Capital Investment Program Workshop FY26-31
5:00 PM

The Farragut Board of Mayor and Aldermen members Burnette, Cain, Meyer, White and Williams were present for the workshop. David Smoak, Town Administrator, reviewed the Capital Investment Program projects for FY26-31.

BMA MEETING
6:00 PM

Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; in additional to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of February 13, 2025, as presented. Moved by Alderman Burnette, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

Mayor Williams announced that he and other members of the board would be attending the TML Conference March 3-4. He also gave a presentation of the Knoxville Interstate corridor priority investment project managed by the Tennessee Department of Transportation.

Ordinances & Resolutions

Ordinances

Second Reading

Ordinance 25-03, ordinance amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program & ADA Capital Projects Funds

Motion was made to approve Ordinance 25-03 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Ordinance 25-04, ordinance amending Farragut Municipal Code, Chapter 2 – Administration, Article 6 – Finance, Section 2-299 to replace in the existing section in its entirety with a new ordinance

Motion was made to approve Ordinance 25-04 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 24-19, an Ordinance to Amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses And Structures, to provide for a Second Detached Single-Family Dwelling Unit under certain conditions

Motion was made to approve Ordinance 24-19 on first reading. Moved by Alderman White, seconded by Vice-Mayor Meyer; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Resolutions

Approval of Resolution R-2025-04, a Resolution adopting the FY2025-2026 Town of Farragut Strategic Plan

Motion was made to approve Resolution R-2025-04. Moved by Vice-Mayor Meyer, seconded by Alderman White. The following citizens spoke concerning the agenda item:
Kim Parks
Louise Povlin
Steve Williams

After much discussion an amended motion was made to amend the Strategic Planning Priorities 2025 section Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs by removing Improve Turkey Creek Road and greenway and Improve Sonja/Admiral Road sidewalk from the list of top priorities. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, no; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, no; motion passed.

Approval of Resolution R-2025-05, Town of Farragut Capital Assets Policy

Motion was made to approve Resolution R-2025-05. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Business Items

Approval of a grant contract between the State of Tennessee Department of Environment and Conservation and the Town of Farragut from the Land and Water Conservation Fund for $2.75 million for the purchase of property on McFee Road.

Motion was made to approve the grant contract between the State of Tennessee Department of Environment and Conservation and the Town of Farragut from the Land and Water Conservation Fund for $2.75 million for the purchase of property on McFee Road. Moved

by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Omnia Contract 01-145, Howard Technology Solutions, for Town Hall Audio Visual Design and Installation

Motion was made to approve Omnia Contract 01-145, Howard Technology Solutions, for the Town Hall audio visual design and installation in the amount of $241,125.94. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Citizens Forum

The following citizens spoke during citizens forum:
Kim Parks, Louise Povlin and Lawrence Segrest.

Town Administrator's Report

The Shamrock Ball will be on Saturday, March 1

The meeting adjourned at 7:15 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Community Center
239 Jamestowne Blvd

AGENDA
February 27, 2025

BMA WORKSHOP
Capital Investment Program Workshop FY26-31
5:00 PM

BEER BOARD MEETING
5:55 PM

BMA MEETING
6:00 PM

I. Roll Call, Silent Prayer, Pledge of Allegiance

II. Approval of Agenda

III. Approval of Minutes
- **A.** February 13, 2025

IV. Mayor's Report

V. Ordinances & Resolutions
- **A. Ordinances**
  1. **Second Reading**
     - **a) Ordinance 25-03**, ordinance amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program & ADA Capital Projects Funds
     - **b) Ordinance 25-04**, ordinance amending Farragut Municipal Code, Chapter 2 – Administration, Article 6 – Finance, Section 2-299 to replace in the existing section in its entirety with a new ordinance

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

2. **First Reading**
   a) **Ordinance 24-19**, an Ordinance to Amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses And Structures, to provide for a Second Detached Single-Family Dwelling Unit under certain conditions

B. Resolutions

1. Approval of Resolution R-2025-04, a Resolution adopting the FY2025-2026 Town of Farragut Strategic Plan
2. Approval of Resolution R-2025-05, Town of Farragut Capital Assets Policy

VI. Business Items

A. Approval of a grant contract between the State of Tennessee Department of Environment and Conservation and the Town of Farragut from the Land and Water Conservation Fund for $2.75 million for the purchase of property on McFee Road.

B. Approval of Omnia Contract 01-145, Howard Technology Solutions, for Town Hall Audio Visual Design and Installation

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;

4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

(a) A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

(b) A violation of this section is a Class A misdemeanor.

Updated 02-24-25

farragut TENNESSEE

Capital Investment Program-310

Beginning Balance	**16,479,832**	**12,132,832**	**4,886,832**	**4,641,832**	**5,251,832**	**6,721,832**	
General Government Projects	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
Land Acquisition	300,000	300,000	300,000	300,000	300,000	300,000	**1,800,000**
Public Works Facility Improvements	500,000	0	0	0	0	0	**500,000**
Town Facilities Security Plan	295,000	0	0	0	0	0	**295,000**
General Government Projects Total	**1,095,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**2,595,000**
Parks & Recreation	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
Sand Volleyball Complex Reconstruction	50,000	0	0	0	0	0	**50,000**
McFee Tennis Court Resurfacing	40,000	0	0	0	0	0	**40,000**
Anchor Park Fence	0	175,000	0	0	0	0	**175,000**
Anchor Park Playground	0	300,000	0	0	0	0	**300,000**
McFee Park: Pavilion & Restrooms	0	535,000	0	0	0	0	**535,000**
MBLP Trail Lighting Update	0	0	125,000	0	0	0	**125,000**
MBLP Field 3 Turf Replacement	0	0	725,000	0	0	0	**725,000**
McFee Road Property	150,000	2,000,000	600,000	0	0	0	**2,750,000**
McFee Park Splash Pad Elements	0	0	80,000	0	0	0	**80,000**
Parks Total	**240,000**	**3,010,000**	**1,530,000**	**0**	**0**	**0**	**4,780,000**
Transportation & Infrastructure Projects	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
Stormwater Improvements	400,000	400,000	400,000	400,000	400,000	400,000	**2,400,000**
Adaptive Traffic Signal Upgrades	250,000	250,000	250,000	250,000	0	0	**1,000,000**
Illuminated Street Signs	150,000	150,000	0	0	0	0	**300,000**
Boyd Station Road Multi-Modal Improvements	1,667,000	0	0	0	0	0	**1,667,000**
Campbell Station Road/JamestowneBlvd. Intersection Improvements	700,000	0	0	0	0	0	**700,000**
Campell Station Road/Eddy Courtney Way Intersection Improvements	0	750,000	0	0	0	0	**750,000**
Concord Road/Loop Road Intersection Improvements	650,000	0	0	0	0	0	**650,000**
Everett Road Greenway Connection	20,000	80,000	0	0	0	0	**100,000**
Red Mill Trailhead	170,000	0	0	0	0	0	**170,000**
Sonja Drive/Admiral Road Multi-Modal Improvements	1,375,000	0	0	0	0	0	**1,375,000**
Boring Road/Smith Road Improvements	50,000	600,000	0	0	0	0	**650,000**
Boring Road Mid-Block Pedestrian Crossing	150,000						**150,000**
Boring Road Improvements							**0**
Sugarwood Drive Access to Kingston Pike	600,000	1,400,000	0	0	0	0	**2,000,000**
Turkey Creek Road Multi-Modal Improvements	500,000	2,000,000	0	0	0	0	**2,500,000**
Union Road Multi-Modal Improvements	7,900,000	0	0	0	0	0	**7,900,000**
Watt Road Roundabout	850,000	0	0	0	0	0	**850,000**
Virtue Road-Phase II Multi-Modal Improvements (Brookmere to Boyd Station)	0	7,480,000	0	0	0	0	**7,480,000**
KP Pedestrian Underpass at N. Fork Turkey Creek	0	130,000	635,000	0	0	0	**765,000**
KP/Campbell Station Intersections Improvements	0	200,000	150,000	600,000	0	0	**950,000**
Municipal Center Drive Extension to Kingston Pike	0	0	0	200,000	600,000	3,000,000	**3,800,000**
Evans Road Multi-Modal Improvements	0	0	0	820,000	730,000	0	**1,550,000**
Engineering Total	**15,432,000**	**13,440,000**	**1,435,000**	**2,270,000**	**1,730,000**	**3,400,000**	**37,707,000**

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CIP Expenditure Total	**16,767,000**	**16,750,000**	**3,265,000**	**2,570,000**	**2,030,000**	**3,700,000**	**47,397,216**
Funding Sources	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
L-STBG Funding (Virtue Road)	0	5,984,000	0	0	0	0	**5,984,000**
L-STBG Funding (Union Road)	6,320,000	0	0	0	0	0	**6,320,000**
LPRF Grant	0	0	0	0	0	0	**0**
Municipal Center Drive Extension Grant	0	0	0	160,000	480,000	2,400,000	**3,040,000**
Interest Earnings	100,000	20,000	20,000	20,000	20,000	20,000	**200,000**
Transfer from General Fund	6,000,000	3,500,000	3,000,000	3,000,000	3,000,000	3,000,000	**21,500,000**
Cost Share	0	0	0	0	0	0	**0**
Land Acquisition Reserves	0	0	0	0	0	0	**0**
CIP Reserves	9,075,000	7,246,000	1,465,000	0	0	680,000	**18,466,000**
Funding Total	**21,495,000**	**16,750,000**	**4,485,000**	**3,180,000**	**3,500,000**	**6,100,000**	**55,510,000**
Total CIP Funding Sources	21,495,000	16,750,000	4,485,000	3,180,000	3,500,000	6,100,000	**55,510,000**
Total CIP Expenditures	16,767,000	16,750,000	3,265,000	2,570,000	2,030,000	3,700,000	**45,082,000**
Revenue over (under) expenditures	**4,728,000**	**0**	**1,220,000**	**610,000**	**1,470,000**	**2,400,000**	
Ending Balance	**12,132,832**	**4,886,832**	**4,641,832**	**5,251,832**	**6,721,832**	**8,441,832**	
Assigned Fund Balance							
Greenway Connectors	0	0	0	0			
Land Acquisition	0	300,000	600,000	900,000	1,200,000	1,500,000	
Stormwater Projects	762,034	1,162,034	1,562,034	1,962,034	2,362,034	2,762,034	
Outstanding Projects	2,333,572	2,333,572	2,333,572	2,333,572	2,333,572	2,333,572	
Total Assigned Balance	**3,095,606**	**3,795,606**	**4,495,606**	**5,195,606**	**5,895,606**	**6,595,606**	
Available Fund Balance	**9,037,226**	**1,091,226**	**146,226**	**56,226**	**826,226**	**1,846,226**	

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Project No. 18-03

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boring Road Rt-in Rt-out at Kingston Pike**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements to Boring Road that include Right-in/Right-out access to Boring Road from Kingston Pike.

BACKGROUND/HISTORY

With the new elementary school at Boring Road, there may be improvements necessary to carry additional traffic that is likely to use Boring Road as an access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$30,000						$30,000
Land/Right of Way	$60,000						$60,000
Utility Relocation							$0
Construction		100,000					$100,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$90,000	100,000					$190,000
Grants							$0
Other							$0
Total Source	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boring Road Rt-in Rt-out at Kingston Pike**	Town Engineer	

PROJECT DESCRIPTION

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BACKGROUND/HISTORY

With the new elementary school at Boring Road, there may be improvements necessary to carry additional traffic that is likely to use Boring Road as an access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$30,000						$30,000
Land/Right of Way	$60,000						$60,000
Utility Relocation							$0
Construction		100,000					$100,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$90,000	100,000					$190,000
Grants							$0
Other							$0
Total Source	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Administration	**Land Acquisition**		310-43990

PROJECT DESCRIPTION

Includes the purchase of easements, right-of-way, and land for parks, road, and other capital improvement projects.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Construction							$0
Property	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$1,800,000
Total Cost	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$1,800,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$1,800,000
Grants							
Other							
Total Source	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$300,000**	**$1,800,000**



TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Public Works	**Public Works Facility Improvements**	Will Wiley	310-44100-9071

PROJECT DESCRIPTION

Assessment of needs for the number of employees, equipment, garage space, employee parking and equipment storage.

BACKGROUND/HISTORY

The Public Works building was built in 1993 we had a very small department of workers and equipment. We have added 3 additional storage buildings for our equipment, built out our floor space to the maximum capacity and added to our bathrooms to accommodate more usage. As we continue to grow and adding employees our current space will no longer fit all of our employees and equipment.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering	$500,000						$500,000
Utility Relocation							
Construction							
Landscaping							
Equipment/Furnishings							
Other							$0
Total Cost	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$500,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$500,000						$500,000
Grants							
Other							
Total Source	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$500,000**



Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction		
Total Project		

Project No. TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
IT	**Town Facilities Security Plan**	Travis Ramsey	310-41640-9451

PROJECT DESCRIPTION

Installation of security camera system at Mayor Bob Leonard Park, McFee Park, Founders Park, and Anchor Park.

BACKGROUND/HISTORY

The Town's current security infrastructure is deemed inefficient, posing both a financial burden and a shortfall in providing sufficient coverage to ensure staff safety and facilitate forensic analysis in security-related incidents.

IMPACT ON OPERATING BUDGET

Implementing an annual subscription model for security camera and door reader systems will impact the town's operating budget on a per-device basis. The annual subscription fees are $357.00 for door readers, $152.00 for cameras, and $399.00 for enhanced cameras.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Construction							
Landscaping							
Equipment/Furnishings	$295,000	$0	$0	$0	$0	$0	$295,000
Other							
Total Cost	**$295,000**	**$0**	**$0**	**$0**	**$0**		**$295,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$295,000	$0	$0	$0	$0	$0	$295,000
Grants							
Other							
Total Source	**$295,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$295,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	Nov-24	6/31/2026
Total Project		

Project No. 25-01	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/PW	**Sand Volleyball Complex Reconstruction**	Park & Rec Director/PW	43939-9030

PROJECT DESCRIPTION

Reconstruct the sand volleyball courts with new drainage system, sand and court boundaries. Replace the shower. This project was approved as an LPRF grant, reimbursable at 50%.

BACKGROUND/HISTORY

The sand volleyball courts were constructed in 1996 and have not received an upgrade sincw that time. The rock/gravel that serves as the drainage system has become displaced and has been an liability issue because the gravel is working it's way to the surface. Additional sand application is not enough to stop this from continuing. In addition, the court borders have deteriorated and need replacement. The shower and shower area needs to be reconstructed and replaced to meet ADA guidelines and to drain more adequately.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
Land/Right of Way							
Design/Engineering							
Utility Relocation							
Construction	$50,000						$50,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$50,000**	**$0**	**$0**	**$0**		**$0**	**$50,000**



Source of Funds	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
CIP	$25,000						$25,000
Grants (LPRF)	$25,000						$25,000
Other							
Total Source	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	9/1/2025	11/01/25
Total Project		

Project No. 28-04	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/PW	**McFee Tennis Court Resurfacing**	Park & Rec Director/PW	

PROJECT DESCRIPTION

Resurface and reline 2 tennis courts

BACKGROUND/HISTORY

The courts were opened in early 2022 and resurfacing is typically done every 5-7 years so this is the mid-point of that time.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering							
Utility Relocation							
Construction	$40,000						$40,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$40,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$40,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$40,000						$40,000
Grants							
Other							
Total Source	**$40,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	07/01/25	06/15/27
Total Project	07/01/25	06/15/27

Project No. 27-06	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Parks & Recreation/PW	**Anchor Park Fencing**	Parks & Rec Director/PW	310-43939-9020

PROJECT DESCRIPTION

Replace the outfield fencing on the diamondand the fencing between park and railroad - replace with black coated fencing on softball diamond.

BACKGROUND/HISTORY

The softball and railroad fencing is original to the park - circa 1985.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction		$175,000					$175,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$175,000**	**$0**	**$0**	**$0**	**$0**	**$175,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		$175,000					$175,000
Grants							
Other							
Total Source	**$0**	**$175,000**	**$0**	**$0**	**$0**	**$0**	**$175,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	11/01/27	03/01/28
Total Project	11/01/27	03/01/28

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
PARD/Engineering	**Anchor Park Playground and ADA Access**	Park & Rec Director/Town Engineer	310-43939-9140

PROJECT DESCRIPTION

Replace the current playground, swing area, surface and sandbox. Move the playground to the large open area inside of the walking trail to minimize need for as many ADA adaptations. Remove current playground and grass area. Provide ADA parking spaces and access.

BACKGROUND/HISTORY

The current playground was constructed in 2004 and replaced an old wooden structure. The current location of the playground, sandbox and swings makes it difficult to achieve ADA access. By moving the playground, the access will meet ADA regulations.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction		$300,000					$300,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		$300,000					$300,000
Grants							$0
Other							$0
Total Source	**$0**	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction		
Total Project		

Project No. 27-02	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/Engineering	**McFee Park: Pavilion and Restrooms**	Park & Rec Director/Town Engineer	

PROJECT DESCRIPTION

Construct a pavilion between the northern entrance of McFee Park and the tennis courts. The pavilion would have restrooms, storage and a pavilion for shade.

BACKGROUND/HISTORY

This structure is part of the master plan for McFee Park.

IMPACT ON OPERATING BUDGET

Annual Costs ($4000): Less than $1250 to clean and pressure wahs the surface of the pavilion and $250 for utilities. An additional $2500 should be added for the restoom for cleaning, stocking, opening and closing; supplies and utilities.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction		$535,000					$535,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$535,000**	**$0**	**$0**	**$0**	**$0**	**$535,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		$535,000					$535,000
Grants							$0
Other							$0
Total Source	**$0**	**$535,000**	**$0**	**$0**	**$0**	**$0**	**$535,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction		
Total Project		

Project No. 27-04	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/PW	**MBLP Trail Lighting Update**	Park & Rec Director/PW	

PROJECT DESCRIPTION

Install additional lighting at MBLP along the walktrail and update the current lighting to LED.

BACKGROUND/HISTORY

The distance between the lights on the trail throughout MBLP create areas that are really dark. This issue was raised during the citizen survey for the 2022 Farragut Parks & Recreation Master Plan. In addition, these lights need to be updated to LED in order to save energy costs. This change would result in citizens feeling safer also.

IMPACT ON OPERATING BUDGET

LED lights would lower utility costs even with additional lights added.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction			$125,000				$125,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$0**	**$125,000**	**$0**	**$0**	**$0**	**$125,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP			$125,000				$125,000
Bonds							$0
Other							$0
Total Source	**$0**	**$0**	**$125,000**	**$0**	**$0**	**$0**	**$125,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	01/01/28	03/01/28
Total Project	01/01/28	03/01/28

Project No. 28-03	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/Eng	**MBLP Field 3 Turf Replacement**	Park & Rec Director/Town Engineer	310-43939-9021

PROJECT DESCRIPTION

Replace the turf (carpet) on field1, repair any issues in the drainage system and the concrete border. Actual construction on this project would not start until FY28 but the contract needs to be approved in the spring so that the carpet can be ordered. The field would be closed for about 1 to 1 1/2 months.

BACKGROUND/HISTORY

This field was installed in late 2017. The warranty for the synthetic turf is 8 years. Ten years of play on a synthetic turf field is considered good and our use hours are very high on this field. The fibers are getting worn and slippery. The timing is best in the summer months when usage is low and the weather is conducive to replacing the turf.

IMPACT ON OPERATING BUDGET

No additional costs.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction			$725,000				$725,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$0**	**$725,000**	**$0**	**$0**	**$0**	**$725,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP			$725,000				$725,000
Grants							
Other							
Total Source	**$0**	**$0**	**$725,000**	**$0**	**$0**	**$0**	**$725,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	4/1/2028	08/15/28
Total Project	04/01/28	08/15/28

FY26 27 and FY28	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/Engineering	**McFee Road Property**	Park & Rec Director/Town Engineer	

PROJECT DESCRIPTION

Begin to design and place outdoor recreation elements into this newly aquired property. The initial steps will likely be developing access to the property.

BACKGROUND/HISTORY

This property was acquired in 2023 and received a Federal Land and Water Conservation Grant for 50% of the purchase price. This grant will be managed by TDEC. There will be timeline parameters for development of the property, starting with community survey to gain input into the recreation elements included with this property. It is unknown at this time what costs will be for development of this property. We will re-invest the $2.75 million grant monies into the property development.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way	$75,000						$75,000
Design/Engineering	$75,000	$75,000					$150,000
Utility Relocation							$0
Construction		$1,500,000	$600,000				$2,100,000
Landscaping		$400,000					$400,000
Equipment/Furnishings							$0
Other		$25,000					$25,000
Total Cost	**$150,000**	**$2,000,000**	**$600,000**	**$0**	**$0**	**$0**	**$2,750,000**



Source of Funds	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	Total
CIP							$0
Grants	$150,000	$2,000,000	$600,000	$0	$0	$0	$2,750,000
Other							$0
Total Source	**$150,000**	**$2,000,000**	**$600,000**	**$0**	**$0**	**$0**	**$2,750,000**

Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction		
Total Project		

Project No. 28-02	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
PARD/PW	**McFee Splashpad Filtration/Elements**	Park & Rec Director/PW	310-43934-9340

PROJECT DESCRIPTION

Replace filtration system (pumps, valves & sand filters) and some splash pad elements

BACKGROUND/HISTORY

The splashpad filtration system will be at or near its life cycle - these were installed in 2016. Some of the elements will also need to be replaced due to wear and tear.

IMPACT ON OPERATING BUDGET

No additional cost.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering							
Utility Relocation							
Construction							
Landscaping							
Equipment/Furnishings			$80,000				$80,000
Other							
Total Cost	**$0**	**$0**	**$80,000**	**$0**	**$0**	**$0**	**$80,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP			$80,000				$80,000
Grants							
Other							
Total Source	**$0**	**$0**	**$80,000**	**$0**	**$0**	**$0**	**$80,000**



Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering		
Utility Relocation		
Construction	10/01/27	12/01/27
Total Project	10/01/27	12/01/27

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Stormwater Improvements**	Assistant Town Engineer	310-43150-4800

PROJECT DESCRIPTION

Engineering and construction for stormwater pipe evaluation, repair, and replacement.

* FY22 and FY23 was funded through American Rescue Plan Act funds

BACKGROUND/HISTORY

A critical success factor set by the Board of Mayor and Aldermen is building and maintaining the Town's infrastructure and assets with a priority initiative related to the Town's stormwater system. This project is a continuation of the Town's efforts for repairs to known deteriorated stormwater piping, a critical function of maintaining the stormwater system.

IMPACT ON OPERATING BUDGET

None ($0)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering							$0
Utility Relocation							
Construction	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$2,400,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$2,400,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$2,400,000
Bonds							
Other*							
Total Source	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$2,400,000**



Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Adaptive Traffic Signal Upgrades**	Town Engineer	

PROJECT DESCRIPTION

This project includes adding adaptive technology to the signals at the Town's major intersections, including the Kingston Pike corridor between West End Boulevard and Campbell Station Road, as well as Campbell Station intersections at Parkside/Grigsby Chapel and both Interstate 40 off-ramps. Estimated costs for design and construction are $75,000 per intersection.

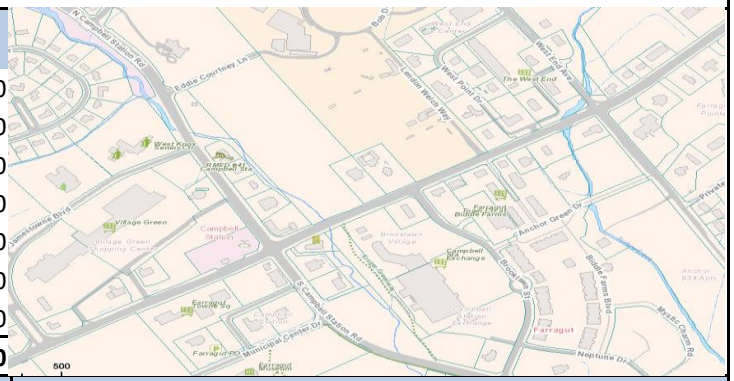
BACKGROUND/HISTORY

Completion of the ATMS project has created a central control for our network of 26 signals. However, adaptive technology allows the signals to adjust timing based upon traffic demands.

IMPACT ON OPERATING BUDGET

$5,000 per year in maintenance costs.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design							$0
Land/Right of Way							$0
Utility Relocation							$0
Construction	$250,000	$250,000	$250,000	$250,000	$0	$0	$1,000,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$0**	**$0**	**$1,000,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$250,000	$250,000	$250,000	$250,000	$0	$0	$1,000,000
Grants							$0
Other							$0
Total Source	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$0**	**$0**	**$1,000,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Illuminated Street Signs**	Town Engineer	

PROJECT DESCRIPTION

This project includes adding illuminated street signs at our major signalized intersections.

BACKGROUND/HISTORY

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design							$0
Land/Right of Way							$0
Utility Relocation							$0
Construction	$150,000	150,000					$300,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$150,000**	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$150,000	150,000					$300,000
Grants							$0
Other							$0
Total Source	**$150,000**	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boyd Station Road Multi-Modal Improvements**	Town Engineer	310-43980-9360

PROJECT DESCRIPTION

This project includes improvements to approximately 3,500' of Boyd Station Road from McFee Road to the east property line of the Grove at Boyd Station Subdivision. The improvements will bring the roadway up to Town standards for a major collector and include widening, storm drainage infrastructure, and a greenway with grass buffer. Additionally, a roundabout will be constructed at the Boyd Station entrance to the Grove subdivision. The developer will be required to design and construct the project during the development process. The Town will participate in a cost share for the portion being improved that is not the developer's responsibility, including the roundabout, half of the road widening and full cost for the approximately 400' from the end of the Homestead property to McFee Road.

* Rollover of unspent FY22 funds

BACKGROUND/HISTORY

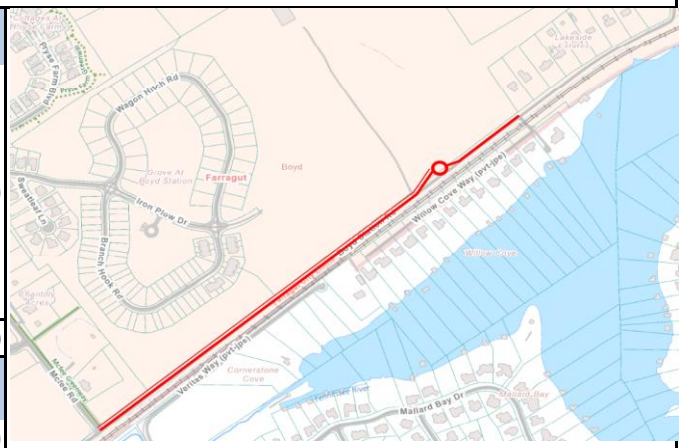
Homestead Land Holdings is currently developing the Grove at Boyd Station Subdivision. As part of the development, Homestead will be required to bring Boyd Station Road up to current Town standards along their frontage. While construction upgrades are being performed, Staff recommends the Town participate to complete the upgrades to McFee Road, including full width overlay of the existing roadway and a roundabout at the Grove's Boyd Station entrance.

IMPACT ON OPERATING BUDGET

Increased maintenance costs drainage structures ($500 per year), additional resurfacing width ($10,000/20 year)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering							
Utility Relocation							
Construction*	$1,667,000						$1,667,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$1,667,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,667,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$1,667,000	$0	$0	$0	$0	$0	$1,667,000
Grants							
Other							$0
Total Source	**$1,667,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,667,000**



Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Campbell Station Road/ Jamestowne Blvd. Intersection Improvements**	Town Engineer	

PROJECT DESCRIPTION

This project includes design and installation of a new traffic signal at the intersection of Campbell Station Road and Jamestowne Boulevard, along with possible improvements to Jamestowne Boulevard at the approach.

BACKGROUND/HISTORY

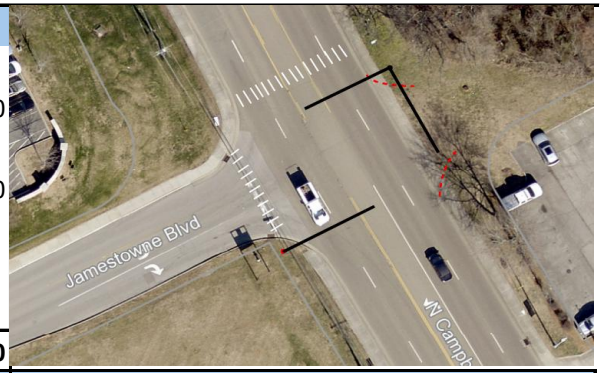
Installation of a signal at this location will enable easier left turn movement from Jamestowne Boulevard onto NB Campbell Station Road. Additionally, this will provide a signalized intersection for pedestrians near the school entrance.

IMPACT ON OPERATING BUDGET

Additional signal maintenance ($2000 per year).

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Land/Right of Way						
Design/Engineering	60,000					$60,000
Utility Relocation						
Construction	640,000					$640,000
Landscaping						
Equipment/Furnishings						
Other						
Total Cost	**$700,000**	**$0**	**$0**	**$0**		**$700,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	Total
CIP	700,000					$700,000
Grants						
Other						
Total Source	**$700,000**	**$0**	**$0**	**$0**		**$700,000**



Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering	Summer '25	Winter '26
Utility Relocation		
Construction	Winter '26	Fall 2026
Total Project	Summer '25	Fall 2026

Project No. 18-03

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Campbell Station Road at Eddie Courtney Lane**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements to Eddie Courtney Lane at Campbell Station Road, including removal of the "right-out" island and addition of a new signal.

BACKGROUND/HISTORY

These improvements should increase access from the school to Campbell Station Road, which may decrease the amount of traffic on Kingston Pike during afternoon school rush hour.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design							$0
Land/Right of Way							$0
Utility Relocation							$0
Construction		$750,000					$750,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$750,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		$750,000					$750,000
Grants							$0
Other							$0
Total Source	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$750,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Concord Road/Loop Road Intersection Improvements**	Town Engineer	310-43500-9310

PROJECT DESCRIPTION

This project includes design and installation of a new traffic signal at the intersection of Concord Road (SR 332) and Loop Road (northern intersection), along with possible improvements to Loop Road to create a left turn bay.

BACKGROUND/HISTORY

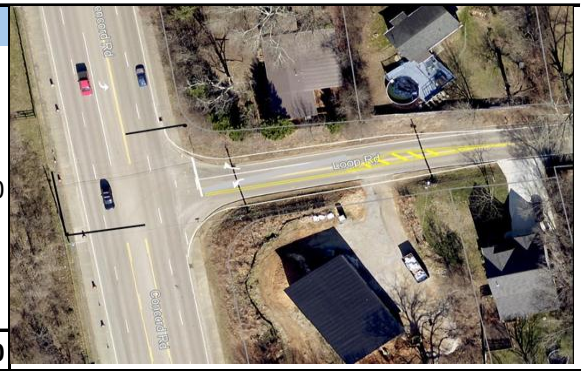
TDOT has determined this intersection meets warrants for a traffic signal. Additionally, signalizing this intersection will create gaps on northbound Concord Road in the vicinity of Farragut Hills Boulevard (Concord Hills). This project was originally scheduled to begin construction in Spring 2025, but will most likely begin construction late Summer.

IMPACT ON OPERATING BUDGET

Additional signal maintenance ($2000 per year).

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering							
Utility Relocation							
Construction	$650,000						$650,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$650,000**	**$0**	**$0**	**$0**		**$0**	**$650,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$650,000						$650,000
Grants							
Other							
Total Source	**$650,000**	**$0**	**$0**	**$0**		**$0**	**$650,000**



Project Schedule	Start	Finish
Land/Right of Way		
Design/Engineering	Summer '24	Spring 2025
Utility Relocation		
Construction	Summer '25	Spring 2026
Total Project	Summer '24	Spring 2026

Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Everett Road Greenway Connection**	Assistant Town Engineer	310-43910-9820

PROJECT DESCRIPTION

The greenway on the north side of Fox Run subdivision terminates at Everett Road, approximately 560 feet north of a greenway terminus at the rear of Split Rail Farm. This project includes construction of 6' shoulder on the west side of Everett Road to connect the two greenways. This shoulder will be properly striped and signed to allow pedestrians to walk along the shoulder.

BACKGROUND/HISTORY

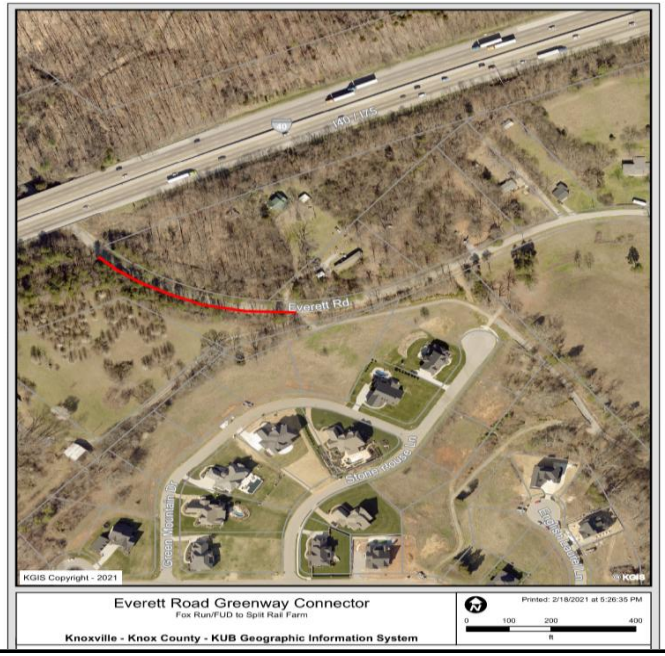
The Fox Run greenway was originally the access road to First Utility District's water tank at the rear of Fox Run Subdivision. Completion of Fox Run Unit 7 in 2005 provided easier access for FUD, and the Town paved the access road to create the greenway. Completion of Split Rail Farm in 2015 provided a tie to Everett Road, but no connection to the Fox Run Trail.

IMPACT ON OPERATING BUDGET

Increase greenway maintenance ($1,000 per year)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering	$20,000						$20,000
Utility Relocation							$0
Construction		$80,000					$80,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$20,000**	**$80,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$20,000	$80,000	$0	$0	$0	$0	$100,000
Grants							
Other							
Total Source	**$20,000**	**$80,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**



Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Red Mill Dam Trailhead**	Assistant Town Engineer	310-43910-9790

PROJECT DESCRIPTION

This project includes construction of approximately 650 linear feet of trail and parking lot. Access will be from Concord Road, with parking at the vacant parcel at the intersection of Concord and Turkey Creek Roads. Construction estimate includes trail and pedestrian access to the Red Mill Dam.

BACKGROUND/HISTORY

This project will include a trail and pedestrian access to the Red Mill Dam.

IMPACT ON OPERATING BUDGET

Maintenance of trail ($5,000 per year)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							
Design/Engineering	$20,000						$20,000
Utility Relocation							
Construction	$150,000						$150,000
Landscaping							
Equipment/Furnishings							
Other							
Total Cost	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$170,000						$170,000
Grants							
Other							
Total Source	**$170,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$170,000**



Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Sonja Drive/Admiral Road Multi-Modal Improvements**	Assistant Town Engineer	310-43910-2870

PROJECT DESCRIPTION

This project is construction of a 5' concrete sidewalk along Sonja Drive from Admiral Road to Oran Road. The approximately 2,900' of new sidewalk will provide a safe pedestrian path for the families and students within Stonecrest to access the Farragut Public Schools.

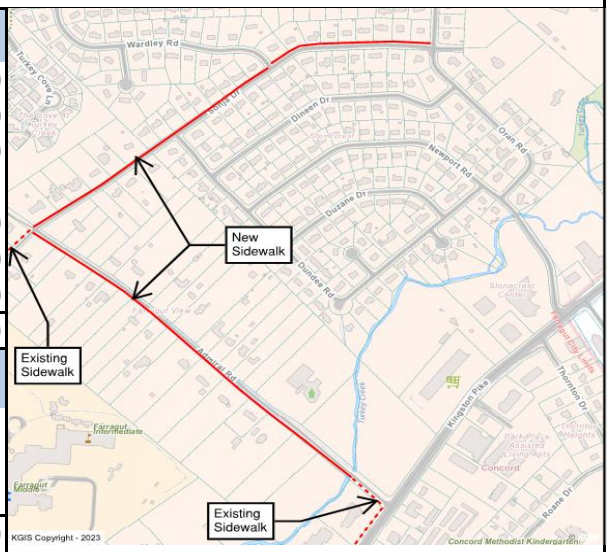
BACKGROUND/HISTORY

Stonecrest is within the Parent Responsibility Zone which greatly increases the student pedestrian traffic. With the current sidewalk ending at Admiral Road, and Sonja Drive a relatively narrow road, it is well recognized the need for improved pedestrian safety in this neighborhood.

IMPACT ON OPERATING BUDGET

Increase in sidewalk maintenance ($2,000 per year)

Project Costs	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction	$1,375,000						$1,375,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$1,375,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,375,000**
Source of Funds	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**	**Total**
CIP	$1,375,000						$1,375,000
Grants							
Other							
Total Source	**$1,375,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,375,000**



Project No. 18-03 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boring Road/Smith Road Intersection Improvements**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements at the intersection of Smith Road at Boring Road, which may require addition of a traffic signal.

BACKGROUND/HISTORY

Knox County Schools plans to construct a new K-5 elementary school off Boring Road. KCS intends that only buses and staff use Boring Road to access the school, as parents will drop off students from Village Commons Boulevard/Kingston Pike. Another option to a signal might be a multi-way stop.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$50,000						$50,000
Land/Right of Way							$0
Utility Relocation							$0
Construction		600,000					$600,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$50,000**	**$600,000**	**$0**	**$0**	**$0**	**$0**	**$650,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$50,000	600,000					$650,000
Grants							$0
Other							$0
Total Source	**$50,000**	**$600,000**	**$0**	**$0**	**$0**	**$0**	**$650,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boring Road Mid-Block Crosswalk**	Town Engineer	

PROJECT DESCRIPTION

This project includes a mid-block crosswalk from the existing greenway at the south side of Country Manor Subdivision to a proposed sidewalk along Boring Road, approximately 300 feet east of the entrance to the new elementary school.

BACKGROUND/HISTORY

With the new elementary school at Boring Road, additional improvements at Boring Road may be necessary to improve pedestrian access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$10,000						$10,000
Land/Right of Way							$0
Utility Relocation							$0
Construction	$140,000						$140,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$150,000						$150,000
Grants							$0
Other							$0
Total Source	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Boring Road Reconstruction**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements to Boring Road that include widening of the roadway from just east of the new school entrance to Kingston Pike

BACKGROUND/HISTORY

With the new elementary school at Boring Road, there may be improvements necessary to carry additional traffic that is likely to use Boring Road as an access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$300,000						$300,000
Land/Right of Way	$300,000						$300,000
Utility Relocation							$0
Construction		800,000					$800,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$600,000**	**$800,000**	**$0**	**$0**	**$0**	**$0**	**$1,400,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$600,000	800,000					$1,400,000
Grants							$0
Other							$0
Total Source	**$600,000**	**$800,000**	**$0**	**$0**	**$0**	**$0**	**$1,400,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Boring Road Tie to Ingles Parking Lot**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements to Boring Road that include closing the road at Kingston Pike and tying to Ingles parking lot.

BACKGROUND/HISTORY

With the new elementary school at Boring Road, there may be improvements necessary to carry additional traffic that is likely to use Boring Road as an access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$25,000						$25,000
Land/Right of Way	$75,000						$75,000
Utility Relocation							$0
Construction		50,000					$50,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$100,000**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$150,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$100,000	50,000					$150,000
Grants							$0
Other							$0
Total Source	**$100,000**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$150,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03

TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Boring Road Rt-in Rt-out at Kingston Pike**	Town Engineer	

PROJECT DESCRIPTION

This project includes improvements to Boring Road that include Right-in/Right-out access to Boring Road from Kingston Pike.

BACKGROUND/HISTORY

With the new elementary school at Boring Road, there may be improvements necessary to carry additional traffic that is likely to use Boring Road as an access.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$30,000						$30,000
Land/Right of Way	$60,000						$60,000
Utility Relocation							$0
Construction		100,000					$100,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$90,000	100,000					$190,000
Grants							$0
Other							$0
Total Source	**$90,000**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$190,000**



Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Sugarwood Drive New Access to Kingston Pike**	Town Engineer	

PROJECT DESCRIPTION

This is a new access for residents from Sugarwood Subdivision to have direct access to the signal at Kingston Pike and Smith Road.

BACKGROUND/HISTORY

The close proximity of Sugarwood Drive to Smith Road creates issues during AM peak hours, as eastbound traffic queues back up. The eastbound left turn lane queue backs up to the point that it spills onto eastbound lanes. Construction of the new school off Boring/Smith Roads will add to the congestion.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design	$200,000						$200,000
Land/Right of Way	$400,000						$400,000
Utility Relocation							$0
Construction		$1,400,000					$1,400,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$600,000**	**$1,400,000**	**$0**	**$0**	**$0**	**$0**	**$2,000,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$600,000	$1,400,000	$0	$0	$0	$0	$2,000,000
Grants							$0
Other							$0
Total Source	**$600,000**	**$1,400,000**	**$0**	**$0**	**$0**	**$0**	**$2,000,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Turkey Creek Road Multimodal Improvements**	Town Engineer	310-43910-2880

PROJECT DESCRIPTION

This project is extention of the existing Turkey Creek greenway from its current terminus at the western side of Brixworth Subdivision to the bridge over Little Turkey Creek near Virtue Road. The project will likely include curb and gutter and additional width (approximately 3 feet) to Turkey Creek Road.

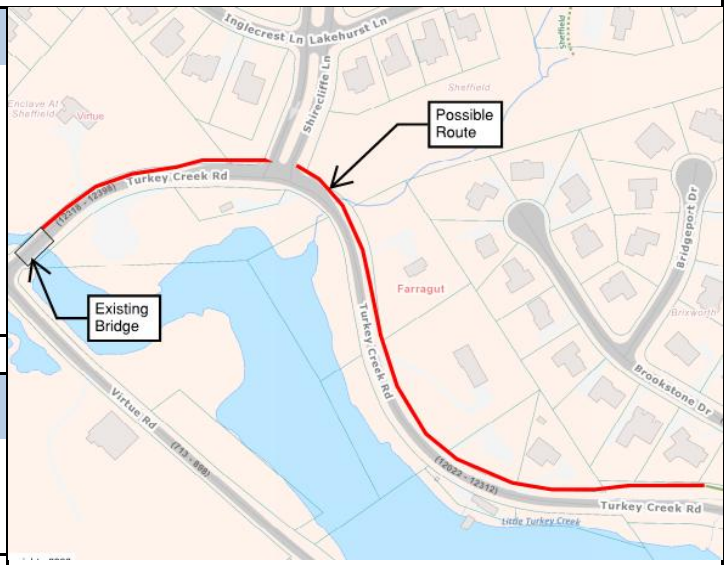
BACKGROUND/HISTORY

This project will provide a necessary connection to the Little Turkey Creek Greenway at Sheffield Subdivision, and eventually to a greenway extension along Virtue Road from the bridge over Little Turkey Creek to Boyd Station Road.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way	$500,000						$500,000
Design/Engineering							$0
Utility Relocation							$0
Construction		$2,000,000					$2,000,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$500,000**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$2,500,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$500,000	$2,000,000	$0	$0	$0	$0	$2,500,000
Grants							$0
Other							$0
Total Source	**$500,000**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$2,500,000**



Project No. ENG-16-07 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Union Road Multi-Modal Improvements**	Town Engineer	310-43720

PROJECT DESCRIPTION

This project includes reconstruction of Union Road from Everett Road to Hobbs Road, and Hobbs Road to Kingston Pike. The improvements will include two 11' lanes with curb & gutter and shared-use path, as well as reconstruction of the existing bridge over Little Turkey Creek.

BACKGROUND/HISTORY

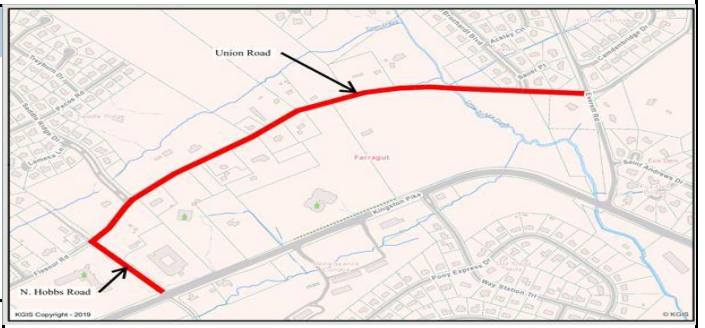
The existing roadway is currently only 16 feet wide, with no pedestrian/bike accommodations. Reconstruction to two 11' lanes will greatly enhance safety for all motorists.

IMPACT ON OPERATING BUDGET

Additional cost for Maintenance and Electricity for Operation ($5,000 per year)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction *	$7,900,000						$7,900,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$7,900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,900,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$1,580,000						$1,580,000
Grants							$0
Other	$6,320,000						$6,320,000
Total Source	**$7,900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,900,000**



Project Schedule	Start	Finish
Land/Right of Way	Fall '22	Spring '25
Design/Engineerin	Spring '17	Winter '23
Utility Relocation		
Construction	Summer '25	Spring '27
Total Project	Spring '17	Spring '27

Project No. 23-07 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Watt Road Roundabout**	Assistant Town Engineer	310-43962

PROJECT DESCRIPTION

This project consists of construction of a roundabout on Watt Road at the southern entrance to Mayor Bob Leonard Park.

BACKGROUND/HISTORY

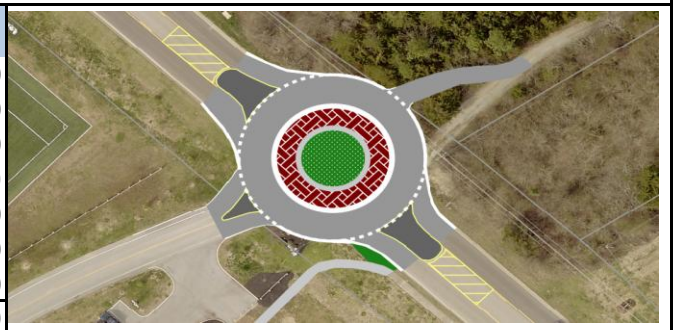
Construction of a roundabout will provide traffic calming and improvement to pedestrian safety for the Park.

IMPACT ON OPERATING BUDGET

Minor increases to ROW mowing and maintenance ($2,000/yr).

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way							$0
Design/Engineering							$0
Utility Relocation							$0
Construction	850,000						$850,000
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP	$850,000	$0	$0	$0	$0	$0	$850,000
Grants							
Other							
Total Source	**$850,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$850,000**



Project Schedule	Start	Finish
Land/Right of Way	Spring 2025	Fall 2025
Design/Engineering	Spring 2024	Spring 2025
Utility Relocation	Summer 2025	Fall 2025
Construction	Summer 2025	Fall 2026
Total Project	Spring 2024	Fall 2026

Project No. 18-03 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Virtue Road / Boyd Station Road Improvements - Phase2**	Town Engineer	310-43984

PROJECT DESCRIPTION

This project includes reconstruction of Virtue Road from 1200' feet south of Needlegrass Lane to Boyd Station Road at Willow Cove Way. The project is currently being designed to include two 11' lanes, with curb & gutter, 6' grass strip, and 8' greenway on the west side of the roadway from Turkey Creek Road to Boyd Station Road.

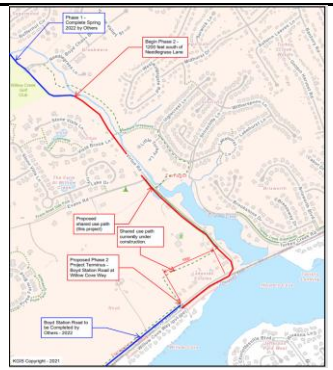
BACKGROUND/HISTORY

Improvements to Virtue Road from Kingston Pike to 1200' feet south of Needlegrass Lane were completed in Spring 2022. This project will continue those improvements to Boyd Station Road. PE-NEPA, PE-Design and ROW phases are funded with 80/20 federal/local split through the Knoxville Regional Transportation Planning Organization's current TIP. We will request Construction funding in the 2026-2029 TIP.

IMPACT ON OPERATING BUDGET

Increased maintenance costs for greenway ($2500 per year), drainage structures ($500 per year), additional resurfacing width ($10,000/20 year)

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design							$0
Land/Right of Way							$0
Utility Relocation							$0
Construction		7,480,000					$7,480,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$7,480,000**	**$0**	**$0**	**$0**	**$0**	**$7,480,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		1,496,000					$1,496,000
Grants							$0
KRTPO (federal)		5,984,000					$5,984,000
Total Source	**$0**	**$7,480,000**	**$0**	**$0**	**$0**	**$0**	**$7,480,000**

Project Schedule	Start	Finish
PE/NEPA	Winter '23	Spring '24
PE/Design	Spring '24	Spring '25
ROW	Summer '25	Summer '27
Construction	Summer '27	Spring '29
Total Project	Winter '23	Spring '29

Project No.	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Kingston Pike Pedestrian Underpass @ N. Fork Turkey Creek**	Engineering	310-43910-2860

PROJECT DESCRIPTION

The project includes construction of a concrete pedestrian underpass through the arch bridge over North Fork of Turkey Creek. This project provides a direct connection of the Kroger greenway to sidewalk on the north side of Kingston Pike.

BACKGROUND/HISTORY

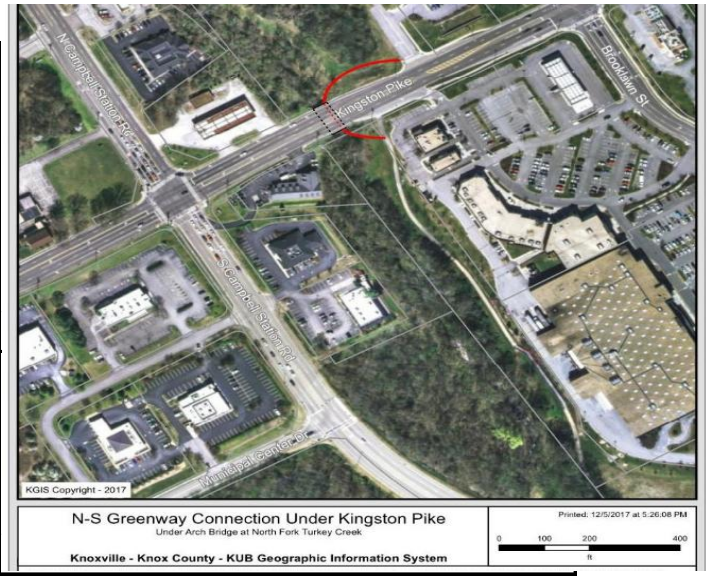
This project was originally proposed approximately 2017, but was later tabled at the request of the Board.

IMPACT ON OPERATING BUDGET

Approximately $2000 per year for cleanout.

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	Total
Land/Right of Way						
Design/Engineering						
Utility Relocation						
Construction		$130,000	$635,000			$765,000
Landscaping						
Equipment/Furnishings						
Other						
Total Cost	**$0**	**$130,000**	**$635,000**	**$0**	**$0**	**$765,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	Total
CIP		$130,000	$635,000	$0		$765,000
Bonds						
Other						
Total Source	**$0**	**$130,000**	**$635,000**	**$0**	**$0**	**$765,000**



Project No. 18-03	TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM		
RESPONSIBLE DEPARTMENT	**PROJECT TITLE**	**PROJECT MANAGER**	**ACCOUNT NO.**
Engineering	**Kingston Pike/Campbell Station Intersection Improvements**	Town Engineer	

PROJECT DESCRIPTION

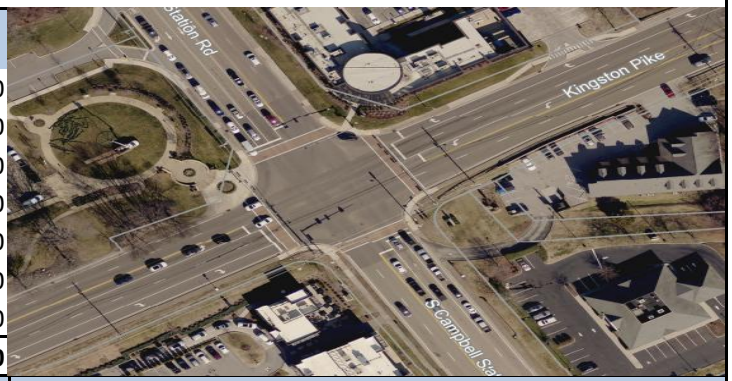
This project includes widening of North Campbell Station Road and restriping South Campbell Station Road to create double left turn lanes for NB and SB movements.

BACKGROUND/HISTORY

Creating double left turns for north and southbound movements will free up several seconds of time on the signal at KP/CSR, providing a more efficient movement of traffic. This project as proposed would narrow lanes on Campbell Station Road at the intersection to 10 feet.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA							$0
PE/Design		$200,000					$200,000
Land/Right of Way			$150,000				$150,000
Utility Relocation							$0
Construction				$600,000			$600,000
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$200,000**	**$150,000**	**$600,000**	**$0**	**$0**	**$950,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP		200,000	$150,000	$600,000			$950,000
Grants							$0
Other							$0
Total Source	**$0**	**$200,000**	**$150,000**	**$600,000**	**$0**	**$0**	**$950,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 18-03 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Municipal Center Drive Extension to Kingston Pike**	Town Engineer	

PROJECT DESCRIPTION

This project includes extension of Municipal Center Drive across the Ford property to Municipal Center Drive behind Kohl's. Jamestowne Boulevard will be extended from Kingston Pike to the south to intercept Municipal Center Drive, and the Kohl's entrance will be moved from Kingston Pike to Jamestowne Boulevard. The current schedule assumes the Construction phase will begin FY2032, with estimated construction cost of $5,000,000.

BACKGROUND/HISTORY

The Town's Major Road Plan has shown this project for several years. The extension of Municipal Center Drive across the Ford property to Municipal Center Drive behind Kohl's and an extension of Jamestowne Boulevard from Kington Pike would relieve the northbound left turn from Campbell Station Road at Kingston Pike, freeing up several seconds to re-distribute to other movements at the intersection.

IMPACT ON OPERATING BUDGET

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
PE/NEPA				$200,000			$200,000
PE/Design					$600,000		$600,000
Land/Right of Way						$3,000,000	$3,000,000
Utility Relocation							$0
Construction							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$0**	**$0**	**$200,000**	**$600,000**	**$3,000,000**	**$3,800,000**



Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP				$40,000	$120,000	$600,000	$760,000
Grants				$160,000	$480,000	$2,400,000	$3,040,000
Other							$0
Total Source	**$0**	**$0**	**$0**	**$200,000**	**$600,000**	**$3,000,000**	**$3,800,000**

Project Schedule	Start	Finish
PE/NEPA		
PE/Design		
ROW		
Construction		
Total Project		

Project No. 23-04 | TOWN OF FARRAGUT CAPITAL INVESTMENT PROGRAM

RESPONSIBLE DEPARTMENT	PROJECT TITLE	PROJECT MANAGER	ACCOUNT NO.
Engineering	**Evans Road Multi-Modal Improvements**	Assistant Town Engineer	310-43721

PROJECT DESCRIPTION

This project provides 2,700' of roadway and pedestrian facility improvements to Evans Road between McFee Road and Cottage Stone Boulevard. The improvements include widening to two (2) 11' lanes, curb and gutter and an asphalt greenway.

BACKGROUND/HISTORY

Evans Road was improved from Cottage Stone Boulevard to Virtue Road as part of the Farm at Willow Creek development. This project completes reconstruction of Evans Road from McFee Road to Cottage Stone Boulevard and provides a critical greenway connection.

IMPACT ON OPERATING BUDGET

Minor maintenance cost additions to the On-Call Traffic Signal Maintenance-$2,000 per year

Project Costs	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Land/Right of Way					$730,000		$730,000
Design/Engineering				$820,000			$820,000
Utility Relocation							$0
Construction							$0
Landscaping							$0
Equipment/Furnishings							$0
Other							$0
Total Cost	**$0**	**$0**	**$0**	**$820,000**	**$730,000**	**$0**	**$1,550,000**

Source of Funds	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CIP				$820,000	$730,000	$0	$1,550,000
Grants							$0
Other							$0
Total Source	**$0**	**$0**	**$0**	**$820,000**	**$730,000**	**$0**	**$1,550,000**



Project Schedule	Start	Finish
Land/Right of Way	Spring 2029	Winter 2030
Design/Engineering	Fall 2028	Spring 2029
Utility Relocation	Spring 2029	Winter 2030
Construction	Summer 2031	Fall 2032
Total Project	Fall 2028	Fall 2032

FARRAGUT BEER BOARD AGENDA

Farragut Community Center
239 Jamestowne Blvd

February 27, 2025
5:55 PM

I. Approval of Minutes
   A. February 13, 2025

II. Beer Permit
   A. Approval of Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

February 13, 2025
5:55 PM

The meeting was called to order at 5:55 PM. Members present; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White.

Approval of Minutes

Motion was made to approve the minutes of January 23, 2025, as presented. Moved by Mayor Williams, seconded by Alderman Cain; voting yes; Mayor Williams, Aldermen Burnette, and White; Alderman Cain abstained; Vice-Mayor Meyer was absent; no nays; motion passed.

Beer Permit

Approval of Class 6, Special Occasion beer permit for St. John Neumann Church & School, "Off to the Races" Derby Event

Motion was made to approve Class 1, On Premise beer permit for St. John Neumann Church & School, "Off to the Races" Derby Event. Moved by Mayor Williams, seconded by Vice-Mayor Meyer; voting yes; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

_____

Drew Burnette, Chairman

_____

Allison Myers, Town Recorder

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AGENDA NUMBER II.A. **MEETING DATE February 27, 2025**

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104

DISCUSSION:
The purpose of this agenda item is the approval of Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104.

The applications and information are in order.

RECOMMENDATION BY:
Allison Myers, Finance Director/Town Recorder, for approval.

PROPOSED MOTION:
To approve Class 7, Brewpub Permit for Dullahan's Irish Pub, 12744 Kingston Pike, Suite 104, subject to obtaining a certificate of occupancy.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	WHITE	CAIN	MEYER	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

1. Reason for application: New Business X New Ownership ____ Name Change ____ Other ____
2. Type of permit requested: Off-Premise (On-Premise) On/Off-Premise Special Occasion
3. Name of Applicant(s) (Owner(s) of Business) Benjamin J. Harmon
   Robert W. Camp
4. Type of applicant (check one):
   Person X Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other ____
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
   Benjamin J. Harmon
   Robert W. Camp
6. Applicant's present home address:
   Rd, Knoxville, TN 37922
7. Date of Birth 09/23/94 Home Telephone Number 865-803-6392
   Business Telephone Number 865-801-2109 Social Security Number ____
8. Representative Email Address: benjamin.j.harmon23@gmail.com
9. Under what name will the business operate? Dullahan's Irish Pub
10. Business address 13744 Kingston Pike, Ste 104, Knoxville, TN 37934
    Business Telephone number 865-801-2109
11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
    Robert W. Camp ; willc8d@gmail.com ; 9404 Kimberough Dr., Knoxville, TN 37922
12. Information of any manager, other than the applicant:
    Name: _____ Birth Date: _____
    Address: _____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____Yes __X__No. If yes, give particulars of each charge, court, and date convicted.

_____

_____

_____

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? __NO____ If so, specify, where, when, and why:

_____

_____

15. Name and address of property owner, if other than the business owner:
Myers Bros. Holdings ; 12748 Kingston Pike, Knoxville, TN 37934
16. What is the name and address of the Church (or other place of worship) nearest to your business?
First Farragut United Methodist Church ; 12733 Kingston Pike, Knoxville, TN 37934
17. What is the name and address of the school nearest to your business?
Trinity Learning Center ; 12733 Kingston Pike, Knoxville, TN 37934
18. Special Occasion Event Name: _____
Location of the special occasion event: _____
Event Date & Times: _____
Representative name & phone number: _____
Have you received a special event permit to hold the event in the Town of Farragut? _____
19. Tennessee Sales Tax Number: 100358904 9

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Benjamin Hacker

Signature of Applicant/Owner (or authorized Corporate Official)

HAYLEE BROWN STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Sworn to and subscribed before me this 4th day of February, 2025

Haylee Brown

Notary Public

My Commission Expires: May 3, 2028

Notice: A non-refundable $250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of $100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

_____ _____

Beer Board Chairman Town Recorder

BMA Workshop and Meeting Minutes

BMA WORKSHOP
General Fund Revenue/Expenditure Projections for FY25/FY26
5:00 PM

The Farragut Board of Mayor and Aldermen members Burnette, Cain, Meyer, White and Williams were present for the workshop. David Smoak, Town Administrator, reviewed the revenue and expenditures for FY25/FY26.

BMA MEETING
6:00 PM

Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; in additional to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 23, 2025, as presented. Moved by Alderman White, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

Mayor Williams announced that the Town of Farragut received a service award from Farragut High School.

Alderman Burnette reported on the Wear Red event held at Tennova Turkey Creek.

Ordinances & Resolutions

Ordinances

First Reading

Ordinance 25-03, ordinance amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program & ADA Capital Projects Funds

Motion was made to approve Ordinance 25-03 on first reading. Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Ordinance 25-04, ordinance amending Farragut Municipal Code, Chapter 2 – Administration, Article 6 – Finance, Section 2-299 to replace in the existing section in its entirety with a new ordinance

Motion was made to approve Ordinance 25-04 on first reading. Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

Citizens Forum

Louise Povlin addressed the board with a request to add an economic development department within the town operations. Mrs. Povlin also addressed the need for a new sidewalk along the west side of Concord Road.

David Garrett Jr. requested an update on the timeline for the opening of town hall.

Town Administrator's Report

David Smoak, Town Administrator, stated that the town hall would open sometime in late spring. He also announced that Darryl Smith, Town Engineer, is celebrating 25 years with the Town of Farragut and that long-term employee Karen Richards passed away.

The meeting adjourned at 6:15 PM.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER V.A.1.a. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Ordinance 25-03, ordinance amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program & ADA Capital Projects Funds

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INTRODUCTION: The purpose of this agenda item is to approve Ordinance 25-03 on second and final reading to amend the Fiscal Year 2025 General Fund, Capital Investment Program, and ADA Fund budgets.

General Fund

DISCUSSION:

The **General Fund** will be amended by increasing the transfer to the Capital Investment Fund from $5,000,000 to $5,250,000, an increase of $250,000.

FINANCIAL SECTION: General Fund

Account Number: General Fund Transfers to CIP

FY2025 Budget	Requested Amendment	FY2025 Amended Budget
$5,000,000	$250,000	$5,250,000

Approved By: A. Myers

Capital Investment Program

DISCUSSION:

The **Capital Investment Program Budget** will be amended by increasing the transfers into the Capital fund from $5,000,000 to $5,250,000, an increase of $250,000 and increasing expenditures from $21,835,681 to $22,085,681, an increase of $250,000 for the audio video project at Town Hall.

FINANCIAL SECTION: Capital Investment Program

Account Number: CIP Transfers from General Fund

FY2025 Budget	Requested Amendment	FY2025 Amended Budget
$5,000,000	$250,000	$5,250,000

Approved By: A. Myers

Account Number: CIP Expenditures

FY2025 Budget	Requested Amendment	FY2025 Amended Budget
$21,835,681	$250,000	$22,085,681

Approved By: A. Myers

ADA Capital Projects

DISCUSSION:

The **ADA Capital Projects Budget** will be amended by increasing expenditures from $0 to $150,000, an increase of $150,000 for the ADA trail paving and repair project at Mayor Bob Leonard Park.

FINANCIAL SECTION: ADA Capital Projects Fund

Account Number: ADA Capital Expenditures

FY2025 Budget	Requested Amendment	FY2025 Amended Budget
$0	$150,000	$150,000

Approved By: A. Myers

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval

PROPOSED MOTION: Motion to approve Ordinance 25-03 on second and final reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	BURNETTE	CAIN	WHITE	MEYER	WILLIAMS
YES					
NO					
ABSTAIN					

ORDINANCE	25-03
PREPARED BY	Myers
1ST READING	February 13, 2025
2ND READING	February 27, 2025
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2024-2025 GENERAL FUND, CAPITAL INVESTMENT FUND, AND ADA FUND BUDGETS, PASSED BY ORDINANCE 24-07

WHEREAS, the Town of Farragut adopted the fiscal year 2024-25 budget by passage of Ordinance Number 24-07 on June 13, 2024; and

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

WHEREAS, expenses will be greater than budgeted in the General Fund, Capital Investment Fund, and ADA Fund budgets; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 24-07 is hereby amended by:

The **General Fund** will be amended by increasing the transfer to the Capital Investment Fund from $5,000,000 to $5,250,000, an increase of $250,000.

The **Capital Investment Program Budget** will be amended by increasing the transfers into the Capital fund from $5,000,000 to $5,250,000, an increase of $250,000 and increasing expenditures from $9,357,991 to $9,607,991, an increase of $250,000 for the audio video project at Town Hall.

The **ADA Fund** will be amended by increasing expenditures from $0 to $150,000, an increase of $150,000 for the ADA trail paving and repair project at Mayor Bob Leonard Park.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

_____

Ron Williams, Mayor

_____

Allison Myers, Town Recorder

AGENDA NUMBER V.A.1.b. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Ordinance 25-04, ordinance amending Farragut Municipal Code, Chapter 2 – Administration, Article 6 – Finance, Section 2-299 to replace in the existing section in its entirety with a new ordinance.

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 25-04 on second and final reading.

DISCUSSION:

Section 1: The Tennessee Municipal Purchasing Law of 1983 is the Town of Farragut's authority for all purchases of goods and services. The 1983 Purchasing Law previously established a minimum competitive bid threshold of $2,500 and authorized municipalities to increase the bid threshold up to $25,000. The adoption of Public Chapter 513, Acts of 2024 removed the default bid thresholds from general law.

In June 2023, the Board of Mayor and Aldermen approved Ordinance 23-08 which increased the public advertising and competitive bidding threshold for the Town of Farragut from $10,000 to $25,000. While the bid threshold amounts remain the same in Section 2-299, the required ordinance verbiage has been amended. The adoption of Public Chapter 513 also states that purchases costing less than the threshold but more than 40% of the threshold, three written quotations are required when possible. Ordinance 25-04 includes the provision for the 40% threshold.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval

PROPOSED MOTION: Approve Ordinance 25-04, ordinance amending Farragut Municipal Code, Chapter 2 – Administration, Article 6 – Finance, Section 2-299 to replace in the existing section in its entirety with a new ordinance on second and final reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	BURNETTE	CAIN	WHITE	MEYER	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	25-04
PREPARED BY	Myers
1ST READING	February 13, 2025
2ND READING	February 27, 2025
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE 6 – FINANCE, SECTION 2-299 OF THE MUNICIPAL CODE TO REPLACE IN THE EXISTING SECTION IN ITS ENTIRETY WITH A NEW ORDINANCE

WHEREAS, the Town of Farragut is subject to the provisions of the "Municipal Purchasing Law of 1983," and

WHEREAS, the law permits municipalities to increase the dollar amount of purchases requiring public advertisement and competitive bidding, and,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee that:

SECTION 1. Amending Chapter 2 – Administration, Article 6 – Finance, Section 2-299 – Authorization of purchases, is amended by deleting it in its entirely and substituting in lieu thereof the following:

> **Section 2-299. Authorization of purchase**
>
> Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding an amount of $25,000 dollars except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Act of 1983.
>
> Three written quotations are required whenever possible for purchases costing less than the $25,000 bid threshold adopted for competitive bidding and public advertisement, but more than 40% of the threshold amount.

SECTION 2. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

_____

Ron Williams, Mayor

_____

Allison Myers, Town Recorder

AGENDA NUMBER V.A.2.a. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for approval of Ordinance 24-19 on first reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions (Tyler Butler, Applicant)

INTRODUCTION AND BACKGROUND: This ordinance was initially presented to the Board of Mayor and Aldermen on December 12, 2024 and, during discussion, the applicant asked the Board if the ordinance language could be amended to require only the second dwelling unit to be serviced with sanitary sewer provided by a public utility. The Board was open to this request and the staff recommended that this go back to the Planning Commission since utility provisions were specifically discussed when Ordinance 24-19 was being developed.

DISCUSSION: At the January 16, 2025 Planning Commission meeting, the amended request was discussed with the Planning Commission. Commissioners unanimously supported the requested amendment and recommended that this be sent back to the Board of Mayor and Aldermen for formal approval.

RECOMMENDATION: Included in the packet is the amended language for Ordinance 24-19. Also included is a copy of the ordinance with the amended language identified. The Community Development Director, Mark Shipley, recommends approval of the amended Ordinance 24-19. The provisions in this ordinance advance the strategy in the Town's Comprehensive Land Use Plan of "Encouraging Greater Housing Choice."

PROPOSED MOTION: To approve the amended Ordinance 24-19 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	WHITE	CAIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	

ORDINANCE: **24-19**
PREPARED BY: **Shipley**
REQUESTED BY: **Tyler Butler**
CERTIFIED BY FMPC: **November 21, 2024**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), SUBSECTION B., PERMITTED USES AND STRUCTURES, TO PROVIDE FOR A SECOND DETACHED SINGLE-FAMILY DWELLING UNIT UNDER CERTAIN CONDITIONS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance is hereby amended by replacing Chapter 3., Section III., Subsection B., Permitted Uses and Structures, in its entirety as follows:

SECTION 1.

Sec. III. Rural single-family residential district (R-1).

B. *Permitted uses and structures.*

1. Detached single-family dwellings.
2. A second detached single-family dwelling unit may be permitted on an existing lot of record provided all of the following criteria are met:
    a. The lot is at least one and one-half acres.
    b. It has been determined by Town staff that the lot could not be further subdivided in compliance with the Town's Subdivision Regulations.
    c. The second dwelling unit shall meet the setback requirements for principal dwelling units in the (R-1) District.

d. The second dwelling unit shall be situated so that it is at least 40 feet from the existing dwelling unit.

e. The second dwelling unit shall not create an additional access to a public street. The access shall be shared with the existing dwelling unit.

f. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.

g. The ~~lot of record and both dwelling units~~ second dwelling unit shall be served with sanitary sewer and water provided by a public utility.

3. Agricultural uses on lots larger than one acre.

4. Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:

   a. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent;

   b. Site plan and landscape plan shall be submitted as regulated in Chapter 4; and

   c. That all non-building structures, except for arbors, are setback a minimum of 20 feet from all front property lines and ten feet from all side and rear property lines. Arbors shall be set back a minimum of ten feet from all property lines.

5. Schools, public and private, and churches and other places of worship provided the following development criteria are met:

   a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.

   b. There shall be a minimum lot size of five acres.

   c. There shall be a buffer strip which meets the following minimum development criteria:

      1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;

      2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;

      3) No grading shall occur in the buffer strip; and

      4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

   d. The following setback requirements are met:

      1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the

purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.

2) *Side and rear yards.*

a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and

b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.

e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.

f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.

6. Agricultural accessory uses and structures, provided there is a minimum lot size of one acre.

7. Accessory uses and structures.

8. Customary Home Occupations as regulated in Chapter 4.

9. Cemeteries and historical monuments.

10. Signs as regulated in the [Farragut] Municipal Code.

11. Utility uses.

12. Existing off-premises outdoor advertising as regulated in Chapter 4.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2024, with approval recommended.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

ORDINANCE: **24-19**
PREPARED BY: **Shipley**
REQUESTED BY: **Tyler Butler**
CERTIFIED BY FMPC: **November 21, 2024**
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), SUBSECTION B., PERMITTED USES AND STRUCTURES, TO PROVIDE FOR A SECOND DETACHED SINGLE-FAMILY DWELLING UNIT UNDER CERTAIN CONDITIONS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance is hereby amended by replacing Chapter 3., Section III., Subsection B., Permitted Uses and Structures, in its entirety as follows:

SECTION 1.

Sec. III. Rural single-family residential district (R-1).

B. *Permitted uses and structures.*

1. Detached single-family dwellings.
2. A second detached single-family dwelling unit may be permitted on an existing lot of record provided all of the following criteria are met:
    a. The lot is at least one and one-half acres.
    b. It has been determined by Town staff that the lot could not be further subdivided in compliance with the Town's Subdivision Regulations.
    c. The second dwelling unit shall meet the setback requirements for principal dwelling units in the (R-1) District.

d. The second dwelling unit shall be situated so that it is at least 40 feet from the existing dwelling unit.

e. The second dwelling unit shall not create an additional access to a public street. The access shall be shared with the existing dwelling unit.

f. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.

g. The second dwelling unit shall be served with sanitary sewer and water provided by a public utility.

3. Agricultural uses on lots larger than one acre.

4. Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:

   a. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent;

   b. Site plan and landscape plan shall be submitted as regulated in Chapter 4; and

   c. That all non-building structures, except for arbors, are setback a minimum of 20 feet from all front property lines and ten feet from all side and rear property lines. Arbors shall be set back a minimum of ten feet from all property lines.

5. Schools, public and private, and churches and other places of worship provided the following development criteria are met:

   a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.

   b. There shall be a minimum lot size of five acres.

   c. There shall be a buffer strip which meets the following minimum development criteria:

      1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;

      2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;

      3) No grading shall occur in the buffer strip; and

      4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

   d. The following setback requirements are met:

      1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the

purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.

2) *Side and rear yards.*

a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and

b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.

e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.

f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.

6. Agricultural accessory uses and structures, provided there is a minimum lot size of one acre.

7. Accessory uses and structures.

8. Customary Home Occupations as regulated in Chapter 4.

9. Cemeteries and historical monuments.

10. Signs as regulated in the [Farragut] Municipal Code.

11. Utility uses.

12. Existing off-premises outdoor advertising as regulated in Chapter 4.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2024, with approval recommended.

_____
Scott Russ, Chairman

_____
Shannon Preston, Secretary

AGENDA NUMBER V.B.1. **MEETING DATE _February 27, 2025__**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Resolution R-2025-04, a resolution adopting the FY2025-2026 Town of Farragut Strategic Plan

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INTRODUCTION: The purpose of this agenda item is to approve Resolution R-2025-04 adopting the Town of Farragut strategic plan for FY2025-2026.

BACKGROUND: The Town of Farragut initiated its first strategic plan in 2010 and hired Raftelis Consulting to facilitate updating the plan in 2017 and 2023. The Farragut strategic plan helps identify the vision, mission and values of the organization and guides decision making by prioritizing critical success factors the Town needs to pursue over the next few years. Each department in the town will set their priorities for the year based on these critical success factors, which will also help guide the Town's budget priorities heading into FY2026 and beyond.

DISCUSSION: The Town's strategic plan starts with a Vision statement of who we are as a community: "Farragut – setting the standard for quality of life with a beautiful, close-knit, connected community where individuals, families and businesses thrive." The Town's Mission and Values as an organization are defined as "an appealing and engaged community set apart by a dedicated team committed to integrity, adaptability and friendly service." Finally, the Town has identified five critical success factors essential for fostering a thriving and sustainable community. These factors include:

1. Connecting our community with excellent parks, greenways, trails, sidewalks and recreation programs
2. Enhancing the Town's financial position
3. Collaborating at a local, state and federal level
4. Supporting and caring for our team
5. Advancing a high-quality and well-maintained community

In focusing on these key areas, the Town's goal is to enhance the quality of life of our residents, position ourselves to have long-term stability with the ability to invest in essential community services, foster strategic partnerships and effective governance, enhance workplace culture and service delivery, and ensure a safe, attractive and welcoming community.

On January 24, 2025 the Board of Mayor and Aldermen met to discuss policy and project priorities for the upcoming fiscal year. The attached Strategic Planning Framework outlines these priorities to ensure they are aligned with the vision as outlined in the plan.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Resolution R-2025-04, adopting the FY2025-2026 Town of Farragut Strategic Plan.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	WHITE	MEYER	WILLIAMS	CAIN	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

RESOLUTION R-2025-04

RESOLUTION ADOPTING THE TOWN OF FARRAGUT 2025-2026 STRATEGIC PLAN

WHEREAS, the Town of Farragut is committed to fostering a thriving, sustainable, and well-maintained community that enhances the quality of life for all residents; and

WHEREAS, the Town of Farragut recognizes the need for a comprehensive and forward-thinking strategic plan to guide decision-making, resource allocation, and long-term priorities; and

WHEREAS, the strategic plan is centered on five critical success factors essential to achieving the Town's vision, including:

1. Connecting our community with excellent parks, greenways, trails, sidewalks and recreation programs;
2. Enhancing the Town's financial position;
3. Collaborating at a local, state and federal level;
4. Supporting and caring for our team;
5. Advancing a high-quality and well-maintained community; and

WHEREAS, the strategic plan was developed through collaboration with the Board of Mayor and Aldermen, Town of Farragut staff, local stakeholders, and community members to ensure alignment with the needs and aspirations of the community; and

WHEREAS, the Town of Farragut Board of Mayor and Aldermen met on January 24, 2025 to update the plans and priorities of the strategic plan for fiscal year 2025-2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the Town of Farragut hereby adopts the attached Town of Farragut Strategic Plan for the 2025-2026 fiscal year.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 27th day of February 2025.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

TOWN OF FARRAGUT

Strategic Planning Priorities 2025

Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs

TOP PRIORITIES

- Develop a master plan for the McFee Road property
- Update the Parks, Greenways, Sidewalks, Trails, and Recreation Master Plan
- Develop a strategy for outdoor entertainment opportunities for the Anchor Green at Biddle Farms
- Utilize the Great Lawn at McFee Park for a large town event
- Improve Turkey Creek Road and greenway
- Improve Sonja/Admiral Road sidewalk
- Add equipment to fleet to support more efficient maintenance of greenways and sidewalks

Enhancing the Town's Financial Position

TOP PRIORITIES

- Recruit sales tax producing businesses for infill development and the remaining commercially-zoned vacant properties in Farragut
- Actively pursue grants for projects in all departments, being more creative and assertive in seeking funding
- Increase financial transparency to the BMA and leadership team through monthly financial reporting
- Conduct a special census that will update the Town's population and maximize our Tennessee state shared revenues



Collaborating at a Local, State and Federal Level

TOP PRIORITIES

- Advocate and educate the Knox County delegation in the Tennessee General Assembly on potential legislation that could negatively impact the Town of Farragut and other local governments
- Pursue agreement with Knox County for enhanced public safety services within the Town of Farragut
- Seek expanded collaboration with state government agencies and local, statewide and national professional organizations
- Continue to work and communicate with our representatives from TDEC and TDOT to implement our grant-related projects and commitments
- Communicate with Knox County on potential development and zoning in the Town's urban growth boundary, paying attention to developments that increase traffic generation and that have the potential to erode the Town's sales tax base





Supporting and Caring for our Team

TOP PRIORITIES

- Fund and implement the classification and compensation study recommendations to keep Farragut competitive in the job market for employee wages and benefits
- Provide merit increases to keep pace with inflation and industry standards
- Continue to make hires that are team builders
- Provide recognition of outstanding employee performance through the Employee Recognition Program
- Provide necessary tools and equipment to maximize employee safety and effectiveness

Advancing a High-Quality and Well-Maintained Community

TOP PRIORITIES

- Prioritize infrastructure enhancement projects that will mitigate traffic congestion within the Mixed Use Town Center District
- Implement adaptive technology on existing strategic signalized intersections that will help move traffic through Farragut more efficiently
- Prioritize infrastructure enhancement projects to mitigate traffic in anticipation of Farragut Elementary School opening in August 2027
- Increase customer satisfaction throughout the development process and focus on pro-business initiatives
- Become industry experts on the Advanced Traffic Management System and provide enhanced response to traffic delays when they occur
- Update the Comprehensive Land Use Plan with a focus on transportation and innovative ways to provide pedestrian connectivity, streetscaping and filling in gaps in the Town's infrastructure
- Prioritize property maintenance to help ensure that the Town ages well and retains its appeal as a desirable place to live, work, and recreate



AGENDA NUMBER V.B.2. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Resolution R-2025-05, Town of Farragut Capital Assets Policy

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INTRODUCTION: The purpose of this agenda item is to approve Resolution R-2025-01, Town of Farragut Capital Assets Policy.

DISCUSSION: The Capital Assets Policy was previously approved on January 23, 2025. In the policy presented to the board in January, there were three clerical errors on page 4 of the policy, see the highlights in the paragraph below.

E. Dollar Value and Life Expectancy Tests:
Individual assets (other than infrastructure and land) with an actual or estimated historical cost of $5,000 or more and with a life expectancy of three years will be included in the capital asset records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of $5,000 or greater will be capitalized. All land that has an actual or estimated historical cost of $1.00 or greater will be capitalized.

Section E. is amended with the following:

E. Dollar Value and Life Expectancy Tests:
Individual assets (other than infrastructure and land) with an actual or estimated historical cost of $10,000 or more and with a life expectancy of five years will be included in the capital asset records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of $10,000 or greater will be capitalized. All land that has an actual or estimated historical cost of $1.00 or greater will be capitalized.

The revised language is consistent with the remainder of the policy.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval

PROPOSED MOTION: Motion is to approve the revised Resolution R-2025-05.

BOARD ACTION:

MOTION BY:_____ **SECONDED BY:**_____

VOTE/TOTAL	BURNETTE	CAIN	WHITE	MEYER	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

D. Depreciation:

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of the capital asset must be written off as an expense over the useful life of the asset as an indirect cost. Annual depreciation expense will be calculated using the straight-line method. The Town will utilize the full month averaging convention. By using the full month averaging convention, property placed in service at any time during a given month is treated as if it was placed in service at the first day of that month, regardless of the actual day of the month acquired. Likewise, when the asset is disposed of, the actual date of disposal is disregarded, and the disposal date is the end of the month prior to the month of disposal (i.e. no depreciation is taken for the month of disposal). The salvage value of an asset is an estimate made by management of what the value of an asset will be at the end of its useful life.

E. Dollar Value and Life Expectancy Tests:

Individual assets (other than infrastructure and land) with an actual or estimated historical cost of $5,000 or more and with a life expectancy of three years will be included in the capital asset records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of $5,000 or greater will be capitalized. All land that has an actual or estimated historical cost of $1.00 or greater will be capitalized.

F. Asset Reduction:

Assets no longer owned by or in the possession of the Town shall be removed from the capital asset records.

1. Sold and/or Retired – These assets will be removed from the capital asset records upon formal notification from the responsible party of such disposition. Staff should be cautious about retiring assets still depreciating on the books. This will result in the department having to write off a loss in the year the asset was retired.
2. Transferred Assets – Assets that are transferred to proprietary (business-type) funds will be accounted for separately from the governmental activities of the Town and will be removed from the capital asset records (in relation to governmental activities) upon transfer to a proprietary fund (i.e. the asset will be accounted for in the proprietary fund).
3. Missing – Assets not seen for two consecutive annual inventories will be classified as missing and will be removed from the capital asset records upon formal notification to inventory control. These assets no longer will be searched for in regular annual inventories. However, if an asset is located at some time in the future, it will be reactivated in the system. A list of missing assets by departments should be presented to the Town Administrator on an annual basis.

G. Surplus Equipment:

The existing Town policy regarding the sale/disposal of surplus equipment will continue to be followed. A complete accounting of the assets and any proceeds must be reported back to the Finance/CAM department so that these items can be removed from the system.

H. Infrastructure

GASB Statement 34 requires Towns to capitalize and report Town-owned infrastructure at historical or estimated historical cost. The GASB defines infrastructure as long-lived capital assets associated with governmental activities that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. The Town will initially capitalize its infrastructure by the following method:

1. Town-owned Roads and Infrastructure:

Town of Farragut, Tennessee

RESOLUTION: R-2025-05

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, APPROVING AND ADOPTING THE TOWN OF FARRAGUT CAPITAL ASSETS POLICY

WHEREAS, the Capital Assets Policy provides guidelines for the departments of the Town of Farragut regarding capital asset reporting in the financial statements in accordance with generally accepted accounting principles, and

WHEREAS, the policy establishes management control and continuing accountability for all capital assets, over capitalization thresholds, acquired by Town departments; and

WHEREAS, Capitalization of assets includes land, buildings and improvements, roads and bridges, machinery and equipment, and construction-in-progress;

NOW THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut Tennessee, as follows:

Section 1. The Capital Assets policies and procedures attached hereto and made a part hereof are hereby adopted.

Section 3. Changes or revisions to the policy and procedures hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the Town of Farragut.

Resolved this 27th day of February 2025.

_____

Ron Williams, Mayor

_____

Allison Myers, Town Recorder

Town of Farragut
Capital Assets Policies and Procedures

The purpose of this policy is to provide guidelines for the departments of the Town of Farragut regarding capital asset reporting in the financial statements in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statement-and Management's Discussion and Analysis-for State and Local Governments.* This policy establishes management control and continuing accountability for all capital assets, over capitalization thresholds, acquired by Town departments.

Capitalization of capital assets includes land, buildings and improvements, roads and bridges, machinery and equipment, and construction-in-progress. The asset amounts represented in the Town's financial statements should be documented by an inventory listing supported with detailed records for the historical or estimated historical cost of each asset.

ADMINISTRATIVE POLICIES

A. Fiscal Responsibility.

1. Board of Mayor and Aldermen:
    a. Determine and approve policies for capital asset management.
    b. Review findings and recommendations related to internal audits conducted by inventory control personnel or external audits conducted by the Town of Farragut's hired firm.
    c. Ensure any identified deficiencies or noncompliance with policies are addressed and corrected.

2. Finance/Capital Asset Management (CAM):
    The office of Finance/CAM is under the direction of the Town Administrator's office, and acts as the fiscal agent for the Town. A full cooperative effort of all parties allows the Finance/CAM department to maintain records in accordance with adopted capital asset policies. Areas of responsibility are outlined below:
    a. Maintain a computer database inventory of all Town-owned assets that exceed capitalization thresholds amounts. Copies of documentation for the actual historical or estimated historical cost of each capitalized asset will be maintained in a separate file as long as each individual asset is actively on the books.
    b. Works with Town officials and other departments to identify newly purchased or donated assets. Tags all movable assets over capitalization thresholds and inputs all relative information into the inventory control computer system.
    c. Removes asset tags upon retirement of assets from computer records upon proper notification by appropriate departments.
    d. Receives copy of and reviews annual inventory of all departments to determine that capitalized assets are being properly accounted.
    e. Randomly audits annual inventory listings of Town departments to ensure that departments are complying with adopted capital asset policies.

f. Reports to the Town Administrator all instances of noncompliance with capital asset policies and procedures.
g. Updates inventory of capital assets tracked on capital asset software and generates all reports needed to prepare external financial statements.
h. Works with management and external auditors on all issues concerning capital asset reporting in order to comply with GASB Statement 34.

3. Administrative Officials/Department Supervisors:
Administrative officials (Town officials, Department Supervisors, etc.) are responsible for the custody and maintenance of all assets purchased for or assigned to their office. Their responsibilities include, but are not limited to, the following points:
    a. Report the theft or loss of property immediately, to Finance/CAM/Risk Manager by telephone, to be followed in writing to the Town Administrator and Finance/CAM/Risk Management department. A police report should be obtained on all losses suspected of being stolen.
    b. Report to Finance/CAM in writing any assets deemed to be surplus and unneeded by the department so that proper transfer or disposal can proceed.
    c. Any acquisition, transfer to another Town department, or disposal of assets by administrative officials shall be documented in writing to the Finance/CAM department.
    d. Allow capital asset management access to all records and inventory necessary to aid in the determining of proper disclosure of capital assets for reporting purposes.
    e. Designate person(s) for the custody and control of departmental property (departmental property coordinator). The name of the department property coordinator shall be submitted to Finance/CAM department for direct communication purposes.
    f. All Town officials/departments are required to prepare and maintain an annual inventory of all assets assigned to their respective department. All Town officials/department heads are responsible for the inventory of their respective department/office.

4. Departmental Property Coordinator (each Town office/department):
    a. Prepare and maintain an updated (at least annually) listing for all capital assets accountable to the office.
    b. Maintain a second inventory listing of only assets with a cost basis that is over the capitalization threshold for financial reporting. This inventory report should be prepared and submitted to the Finance/CAM department on an annual basis.
    c. Notify, on a timely basis, the Finance/CAM department of new asset acquisitions not currently tagged and any item that has been declared surplus/destroyed/missing.
    d. Reconcile and report differences between annual capital asset inventory and actual physical inventory to inventory control and Town official/department head.

B. Assets:

Assets over capitalization thresholds will be identified through various sources including Town department inventories, accounting records, bond issue documents, Town Board of Mayor and Aldermen minutes, the current Town road list, building and content insurance records, and data from the Knox County. All capitalized assets will be inventoried on capital asset software that will be maintained by the Finance/CAM department.

Recording Land – Land will be capitalized but not depreciated. It is recorded at historical or estimated historical cost and remains at that cost until disposal.

1. Recording Land Improvements –
    a. Non-exhaustible – Expenditures for improvements that do not require maintenance or replacement are capitalized but not depreciated.
    b. Exhaustible – Other improvements that are part of a site, such as parking lots, landscaping, and fencing, are depreciable. During initial implementation of GASB Statement 34, these improvements will be recorded separately to the extent that cost documentation is available.
2. Recording Buildings – Buildings will be recorded at either their acquisition cost or construction cost. Each building component (e.g., roof, HVAC systems, etc.) should be recorded separately because of the difference in the useful life of these components. During initial implementation of GASB Statement 34, these components will be recorded separately to the extent that cost documentation is available.
3. Recording Building Improvements – Building improvements that extend the useful life of a building and meet the capitalization threshold will be capitalized. During initial implementation of GASB Statement 34, these improvements will be recorded separately to the extent that cost documentation is available.
4. Recording Construction-in-progress – Construction-in-progress will be capitalized and not depreciated.
5. Recording Vehicles – Vehicles will be identified by asset tags, inventoried and depreciated.
6. Recording Furniture and Equipment – Assets such as furniture, machinery, and equipment should be identified and inventoried. If they meet the threshold levels, they will be capitalized and depreciated.
7. Interest on Debt Issued – Interest on debt issued for the construction of an asset will be capitalized as part of the asset's cost to the extent the interest incurred was only during the construction period.

C. Costs:

Capital assets shall be recorded at historical cost if the cost is reasonably determined. If historical cost data is not able to be determined, an estimated cost may be used.

1. Actual Cost – This will include not only the purchase or construction cost (which can be obtained through invoice, purchase order, and paid check files) but also charges necessary to place the asset in its intended location. This includes costs such as freight and transportation, site preparation expenditures, interest costs, professional fees, and legal claims directly attributable to asset acquisition.
2. Estimated Cost – This will be based on as much documentary evidence as can be found to support the cost, such as interviews with personnel and/or price level adjustments based on the Consumer Price Index for each asset.
3. Donated Cost – These assets will be based on their estimated fair market value at time of acquisition. A determination as to the fair market value basis will be included with property records.

D. Depreciation:

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of the capital asset must be written off as an expense over the useful life of the asset as an indirect cost. Annual depreciation expense will be calculated using the straight-line method. The Town will utilize the full month averaging convention. By using the full month averaging convention, property placed in service at any time during a given month is treated as if it was placed in service at the first day of that month, regardless of the actual day of the month acquired. Likewise, when the asset is disposed of, the actual date of disposal is disregarded, and the disposal date is the end of the month prior to the month of disposal (i.e. no depreciation is taken for the month of disposal). The salvage value of an asset is an estimate made by management of what the value of an asset will be at the end of its useful life.

E. Dollar Value and Life Expectancy Tests:

Individual assets (other than infrastructure and land) with an actual or estimated historical cost of $10,000 or more and with a life expectancy of five years will be included in the capital asset records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of $10,000 or greater will be capitalized. All land that has an actual or estimated historical cost of $1.00 or greater will be capitalized.

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2. Transferred Assets – Assets that are transferred to proprietary (business-type) funds will be accounted for separately from the governmental activities of the Town and will be removed from the capital asset records (in relation to governmental activities) upon transfer to a proprietary fund (i.e. the asset will be accounted for in the proprietary fund).
3. Missing – Assets not seen for two consecutive annual inventories will be classified as missing and will be removed from the capital asset records upon formal notification to inventory control. These assets no longer will be searched for in regular annual inventories. However, if an asset is located at some time in the future, it will be reactivated in the system. A list of missing assets by departments should be presented to the Town Administrator on an annual basis.

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The existing Town policy regarding the sale/disposal of surplus equipment will continue to be followed. A complete accounting of the assets and any proceeds must be reported back to the Finance/CAM department so that these items can be removed from the system.

H. Infrastructure

GASB Statement 34 requires Towns to capitalize and report Town-owned infrastructure at historical or estimated historical cost. The GASB defines infrastructure as long-lived capital assets associated with governmental activities that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. The Town will initially capitalize its infrastructure by the following method:

1. Town-owned Roads and Infrastructure:

Town of Farragut will retroactively report roads at actual or estimated historical cost back to:

- July 1, 1980, or,
- The last time the road was upgraded on or after July 1, 1980, (gravel to oil-and-chip, etc.) or,
- The last time the road was replaced or resurfaced in a way that it extended the original useful life of the road (i.e. not considered routine maintenance) on or after July 1, 1980.

2. Bridges:

Town of Farragut will retroactively report bridges at actual or estimated historical cost back to:

- July 1, 1980, or,
- The last time the bridge was upgraded (wood to concrete, etc.), if this date was on or after July 1, 1980.
- Major renovations on or after July 1, 1980, that were not considered routine repairs that extended the original useful life of the bridge, will be capitalized.

3. Right-of-ways and Other Easements:

Right-of-ways and other easement rights that the Town did not incur a cost for will not be capitalized. If the easements were actually paid for by the Town, it should be capitalized by actual or estimated historical cost.

Capitalization Thresholds

A. Capitalization and Depreciation:

The following items will be capitalized and depreciated for GASB Statement 34 reporting purposes:

1.	Land	$	1	(Capitalize Only)
2.	Land Improvements	$	10,000	
3.	Buildings	$	10,000	
4.	Building Improvements	$	10,000	
5.	Roads and Bridges	$	10,000	
6.	Vehicles	$	10,000	
7.	Machinery and Equipment	$	10,000	
8.	Furniture and Fixtures	$	10,000	
9.	Construction in Progress	$	1	(Capitalize Only)

Asset Type	Examples	Depreciable Life in Years
Non-Infrastructure		
Furniture, office equipment	Desks, Tables, Chairs, File Cabinets	5
Computer Hardware	Monitors, CPU, Printer	5
Telephone Equipment		10
Motor Vehicle		
Cars and Light Trucks		7
Buses		8-12
Fire Trucks		15
Medium or Large Truck		15
Buildings – Temporary	T-Buildings, Other Portables	25
Buildings		40
HVAC Systems	Air-Conditioners, Heating, Ventilation Systems	20
Roofing		20
Carpet Replacement		7
Electrical/Plumbing		30
Kitchen Equipment	Appliances	12
Heavy Construction Equipment	Backhoes, Trucks, Dozers, Front-end Loaders, Etc.	5-15
Engineering, Scientific Equipment	Lab Equipment	10
Firefighting Equipment	Ladders, Hoses	10
Police Special Equipment		10
Medical Equipment		5
Traffic Control Equipment	Stoplights	10
Radio, Communication Equipment	Mobile, Portable Radios	10
Recreational/Athletic Equipment	Weight Machines, Mats, Golf Carts, Treadmills, Tackling Sled, Pitching Machines, Etc.	10
Library Books	Collections	5-7
Artwork	Collections	5-7
Outdoor Equipment	Playground Equipment, Scoreboards, Bleachers, Radio Towers	10
Custodial Equipment	Floor Scrubbers, Vacuums, Other	12
Grounds Equipment	Mowers, Tractors and Attachments	15
Land Improvements – structure	Parking Lots, Sidewalks, Bus Ramp, Fencing, Running Track, Flagpole	20
Land Improvements – groundwork	Golf Course, Ball Field, Park Landscaping	30
Landfill Disposal Systems		25
Land		No depreciation
Sewage Treatment Plants		25
Infrastructure		
Easements (if actually deeded to Town)		No depreciation
Drainage Systems		25
Water Systems		25
Sewage Disposal Works System		25
Curb		25
Gutter		25
Waterway		
Levees and Canals (unlined)		No depreciation
Canal Lining		30
Dams		
Concrete		50
Steel, Sheetpile		30
Earthen Embankment		No depreciation

Asset Type	Examples	Depreciable Life in Years
Roads		
Hot Mix		40
Oil & Chip		40
Gravel		50
Bridges		
Wood		20
Concrete (Box)		40
Steel (Span)		40

AGENDA NUMBER VI.A. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ron Oestreich, Parks and Recreation Director

SUBJECT: Approval of a grant contract between the State of Tennessee Department of Environment and Conservation and the Town of Farragut from the Land and Water Conservation Fund for $2.75 million for the purchase of property on McFee Road.

INTRODUCTION: The Tennessee Department of Environment and Conservation (TDEC) approached the Town of Farragut shortly after the Town purchased the 70 acre (55 acres purchased and 15 acres donated) property earmarked for recreational purposes, informing us of a potential 50% reimbursement grant for the land acquisition price through the Federal Land and Water Conservation Fund (LWCF).

BACKGROUND: Throughout the spring and summer months of 2024, Parks and Recreation staff worked closely with the recreation grants team at TDEC to complete the complicated grant application process. Step one was gaining approval from the LWCF grant team for the retroactive (post purchase) application. The following steps included the town gaining approval from a multitude of state environmental agencies including fish and wildlife, land and water, and an archeological land study. In December of 2024, The Town of Farragut was informed that we were awarded a 50% LWCF land acquisition reimbursement grant through TDEC totaling $2.75 million.

D**ISCUSSION:** Our initial development steps include a Community Wide Survey and input groups to determine public opinion on what recreation elements they would like to see included into this property. This will happen in the upcoming months with results projected for June. This will be followed by a property master / development plan and perhaps the design of the first recreational elements in FY27.

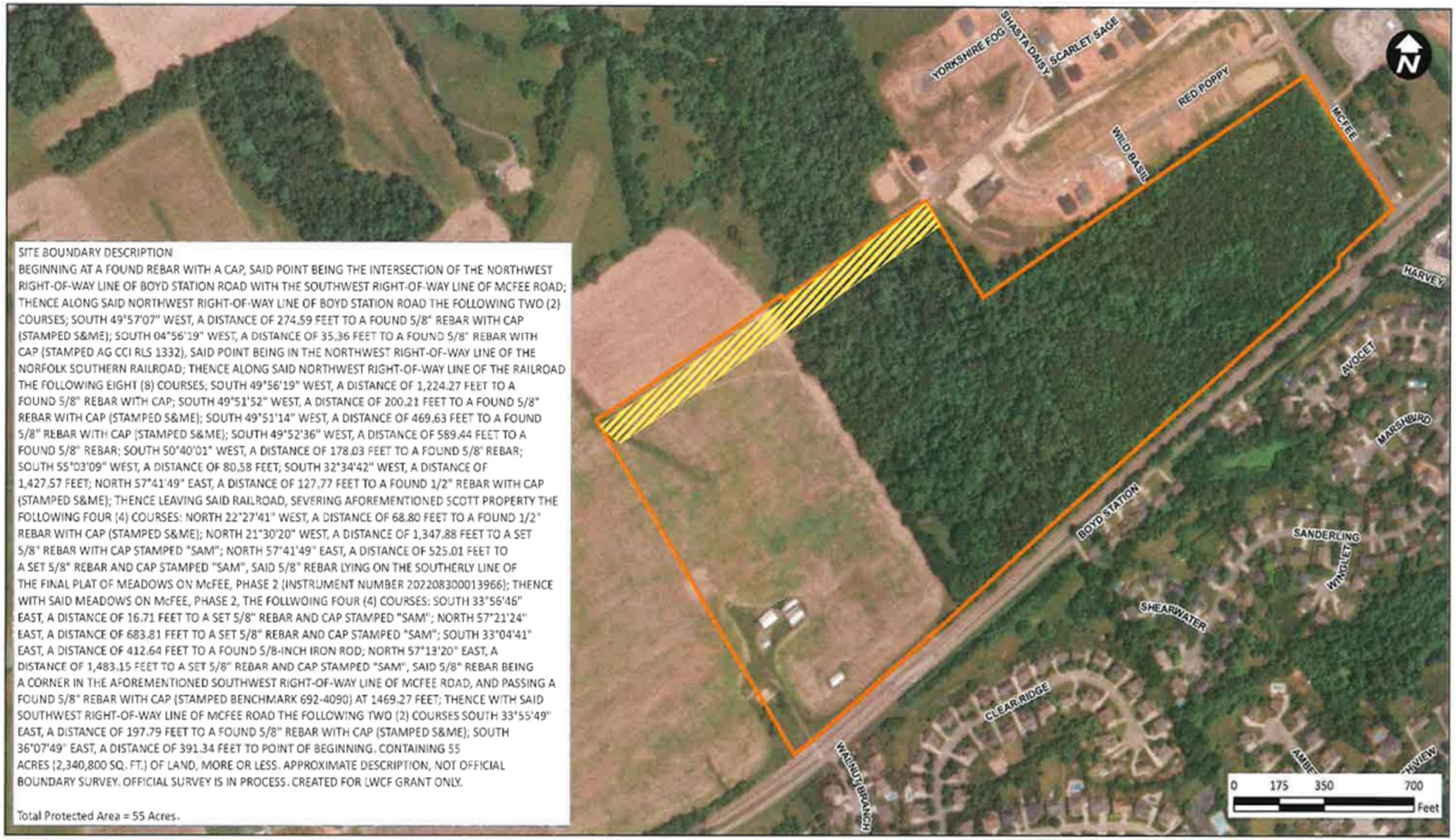
RECOMMENDATION BY: Ron Oestreich, Parks & Recreation Director for approval.

PROPOSED MOTION: Approval of a grant contract between the State of Tennessee Department of Environment and Conservation and the Town of Farragut from the Land and Water Conservation Fund for $2.75 million for the purchase of property on McFee Road.

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	WILLIAMS	MEYER	CAIN	WHITE	BURNETTE
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

McFee / Boyd Station New Property Boundary Map



SITE BOUNDARY DESCRIPTION

BEGINNING AT A FOUND REBAR WITH A CAP, SAID POINT BEING THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF BOYD STATION ROAD WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF MCFEE ROAD; THENCE ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF BOYD STATION ROAD THE FOLLOWING TWO (2) COURSES; SOUTH 49°57'07" WEST, A DISTANCE OF 274.59 FEET TO A FOUND 5/8" REBAR WITH CAP (STAMPED S&ME); SOUTH 04°56'19" WEST, A DISTANCE OF 35.36 FEET TO A FOUND 5/8" REBAR WITH CAP (STAMPED AG CCI RLS 1332), SAID POINT BEING IN THE NORTHWEST RIGHT-OF-WAY LINE OF THE NORFOLK SOUTHERN RAILROAD; THENCE ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF THE RAILROAD THE FOLLOWING EIGHT (8) COURSES; SOUTH 49°56'19" WEST, A DISTANCE OF 1,224.27 FEET TO A FOUND 5/8" REBAR WITH CAP; SOUTH 49°51'52" WEST, A DISTANCE OF 200.21 FEET TO A FOUND 5/8" REBAR WITH CAP (STAMPED S&ME); SOUTH 49°51'14" WEST, A DISTANCE OF 469.63 FEET TO A FOUND 5/8" REBAR WITH CAP (STAMPED S&ME); SOUTH 49°52'36" WEST, A DISTANCE OF 589.44 FEET TO A FOUND 5/8" REBAR; SOUTH 50°40'01" WEST, A DISTANCE OF 178.03 FEET TO A FOUND 5/8' REBAR; SOUTH 55°03'09" WEST, A DISTANCE OF 80.58 FEET; SOUTH 32°34'42" WEST, A DISTANCE OF 1,427.57 FEET; NORTH 57°41'49" EAST, A DISTANCE OF 127.77 FEET TO A FOUND 1/2" REBAR WITH CAP (STAMPED S&ME); THENCE LEAVING SAID RAILROAD, SEVERING AFOREMENTIONED SCOTT PROPERTY THE FOLLOWING FOUR (4) COURSES: NORTH 22°27'41" WEST, A DISTANCE OF 68.80 FEET TO A FOUND 1/2" REBAR WITH CAP (STAMPED S&ME); NORTH 21°30'20" WEST, A DISTANCE OF 1,347.88 FEET TO A SET 5/8" REBAR WITH CAP STAMPED "SAM"; NORTH 57°41'49" EAST, A DISTANCE OF 525.01 FEET TO A SET 5/8" REBAR AND CAP STAMPED "SAM", SAID 5/8" REBAR LYING ON THE SOUTHERLY LINE OF THE FINAL PLAT OF MEADOWS ON McFEE, PHASE 2 (INSTRUMENT NUMBER 202208300013966); THENCE WITH SAID MEADOWS ON McFEE, PHASE 2, THE FOLLWOING FOUR (4) COURSES: SOUTH 33°56'46" EAST, A DISTANCE OF 16.71 FEET TO A SET 5/8" REBAR AND CAP STAMPED "SAM"; NORTH 57°21'24" EAST, A DISTANCE OF 683.81 FEET TO A SET 5/8" REBAR AND CAP STAMPED "SAM"; SOUTH 33°04'41" EAST, A DISTANCE OF 412.64 FEET TO A FOUND 5/8-INCH IRON ROD; NORTH 57°13'20" EAST, A DISTANCE OF 1,483.15 FEET TO A SET 5/8" REBAR AND CAP STAMPED "SAM", SAID 5/8" REBAR BEING A CORNER IN THE AFOREMENTIONED SOUTHWEST RIGHT-OF-WAY LINE OF MCFEE ROAD, AND PASSING A FOUND 5/8" REBAR WITH CAP (STAMPED BENCHMARK 692-4090) AT 1469.27 FEET; THENCE WITH SAID SOUTHWEST RIGHT-OF-WAY LINE OF MCFEE ROAD THE FOLLOWING TWO (2) COURSES SOUTH 33°55'49" EAST, A DISTANCE OF 197.79 FEET TO A FOUND 5/8" REBAR WITH CAP (STAMPED S&ME); SOUTH 36°07'49" EAST, A DISTANCE OF 391.34 FEET TO POINT OF BEGINNING. CONTAINING 55 ACRES (2,340,800 SQ. FT.) OF LAND, MORE OR LESS. APPROXIMATE DESCRIPTION, NOT OFFICIAL BOUNDARY SURVEY. OFFICIAL SURVEY IS IN PROCESS. CREATED FOR LWCF GRANT ONLY.

Total Protected Area = 55 Acres.

Legend

- McFee Road Property
- 100' LCUB Easement

McFee Road Property

LWCF Boundary Map

NOTES

Base Map: ESRI ArcGIS Online World Imagery, Accessed February 5 2024

Coordinate System: NAD 1983 HARN State Plane Tennessee FIPS 4100 Feet

Mayor: Ron Williams Date: 5-10-24

RRD Director: _____ Date: _____

Date: 5/9/2024 Time: 4:45:42 PM

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
10/01/2024	9/30/2027	32701-25-359	TBD

Grantee Legal Entity Name	Edison Vendor ID
Town of Farragut	0000002697

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: N/A

Grantee's fiscal year end: June 30

Service Caption (one line only)

Land & Water Conservation Fund (LWCF) Town of Farragut – Land Purchase 55 Acres (GMS 2024-11288) (NPS Project#47-00850) (FAIN - P24AP01887)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	0.00	$2,750,000.00	0.00	0.00	$2,750,000.00
2026	0.00	0.00	0.00	0.00	0.00
2027	0.00	0.00	0.00	0.00	0.00
2028	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TOTAL:	**0.00**	**$2,750,000.00**	**0.00**	**0.00**	**$2,750,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Park and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Grammer | RVT

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00022697/32719	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
TOWN OF FARRAGUT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Farragut, hereinafter referred to as the "Grantee," is for the provision of 2024 LWCF Town of Farragut Purchase 55 Acres, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002697

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 implement the following activities as described in Attachment A: (1) ☒ land acquisition for local, state, or federal parks, natural areas, greenways; (2) ☐ land acquisition for recreational trail facilities; (3) ☐ trail development and rehabilitation; (4) ☐ capital projects in parks, natural areas, and greenways, and, (5) ☐ trail training, trail patrols and trail safety education.

A.3. The Grantee agrees to comply with the provisions of the Public Recreation Grant Manual, National Park Service Land and Water Conservation Fund (LWCF) Manual, and National Park Service Land and Water Conservation Fund Grant Contract Terms and Conditions.

A.4. The Grantee has been provided a copy of the Public Recreation Grant Project Manual, National Park Service Land and Water Conservation Fund (LWCF) Manual, and National Park Service Land Conservation Fund Grant Contract Terms and Conditions.

A.5. Work completed under this grant is subject to inspection by the Office of Outdoor Recreation - Recreation Consultants.

A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

A.7. The Grantee will carry out the project in accordance with the National Park Service Land and Water Conservation Fund Grant Contract Terms and Conditions that are found on Attachment C.

A.8. The Grantee shall use Land and Water Conservation Fund (LWCF) for the purchase of 55 acres for the future development of a park at the intersection of McFee Rd & Boyd Station Rd..

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 10/01/2024 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Department of Environment and Conservation
Davy Crockett Tower
500 James Robertson Parkway, 8th Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation, Office of Outdoor Recreation.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to

the respective party as set out below:
The State:

Brian Clifford, Director
Office of Outdoor Recreation
Department of Environment and Conservation
Davy Crockett Tower
500 James Robertson Parkway, 8th Floor
Nashville, TN 37243
brian.clifford@tn.gov
Telephone # (615)571-0029

The Grantee:

Honorable Ron Williams, Mayor
Town of Farragut
11408 Municipal Center Drive Farragut, TN 37934
rwilliams@townoffarragut.org
Telephone # (865) 966-7057
FAX # (865) 675-2096

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

E.5. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E.6. 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: State Agency Resources

E.7. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Federal Highway Administration and the Region 4 Office of the Environmental Protection Agency.

E.8. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.9. Procurement of Recovered Materials.

a. In the Performance of this Grant Contract, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive

c. Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

d. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For

purposes of this clause: (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.

E.11 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.12. Buy America Provision. As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.
None of the funds provided under this award may be used for a project for infrastructure unless:

a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,

b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

c. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished structure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

IN WITNESS WHEREOF,

TOWN OF FARRAGUT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT A

PAGE 1

GRANT BUDGET

TOWN OF FARRAGUT – LAND & WATER CONSERVATION FUND

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: 10/01/2024 **END: 9/30/2027**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	$2,750,000.00	$2,750,000.00	$5,500,000.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	**$2,750,000.00**	**$2,750,000.00**	**$5,500,000.00**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
The purchase of 55 acres for the future development of a park at the intersection of McFee Rd & Boyd Station Rd.	$5,500,000.00
ROUNDED TOTAL	**$5,500,000.00**

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	TOWN OF FARRAGUT
Subrecipient's Unique Entity Identifier (SAM)	JC92Y4FYH524
Federal Award Identification Number (FAIN)	P24AP01887
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/1/2024
Subaward Budget Period Start and End Date	10/01/2024-09/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant Agreement's begin date	10/1/2024
Grant Agreement's end date	9/30/2027
Amount of federal funds obligated by this Grant Agreement	$2,750,000.00
Total amount of federal funds obligated to the subrecipient	$2,750,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,750,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Land Purchase – 55 acres
Name of federal awarding agency	National Parks Service (Department of Interior)
Name and contact information for the federal awarding official	Antoine Fletcher, Program Officer Antoine_Fletcher@nps.gov
Name of pass-through entity	National Park Service
Name and contact information for the pass-through entity awarding official	Brian Clifford, Director Brian.Clifford@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

AGENDA NUMBER VI.B. **MEETING DATE February 27, 2025**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Omnia Contract 01-145, Howard Technology Solutions, for Town Hall Audio Visual Design and Installation

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INTRODUCTION: The purpose of this agenda item is to approve the contract with Howard Technology Solutions for the Town Hall audio visual systems design and installation through Omnia Contract #01-145. The Farragut Town Hall is nearing the competition of interior renovations, and this is the next step in the completion of the project.

DISCUSSION: The contract will provide a modern and efficient boardroom, incorporating advanced audio-visual equipment enhancements in both functionality and presentation quality. The new equipment and production experience ensure effective communication and presentation both in-person and online. The contract also includes the audio-visual equipment for all conference rooms and other training areas.

The quotes include a contingency fee that may be used to cover unexpected costs or changes that arise during the project. This fee will only be billed in the event adjustments are needed.

FINANCIAL SECTION: Capital Investment Program

Account Number: 310-41810-9210

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
$250,000	$241,125.94	$0	$8,874.06

Approved By: A. Myers

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval

PROPOSED MOTION: To approve Omnia Contract 01-145, Howard Technology Solutions, for Town Hall Audio Visual Design and Installation in the amount of $241,125.94.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

VOTE/TOTAL	BURNETTE	CAIN	WHITE	MEYER	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

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P.O. Box 1590·Laurel, MS 39441

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888.323.3151 technical support

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Online Quotation

Quote No:	TB17 1489206.00	**Quote Date:**	February 14, 2025
Customer Name:	Travis Ramsey	**Phone Number:**	865-966-7057
Company Name:	Farragut, TN - City	**Fax Number:**	
Quote Name:	OPP 26825 - Large Meeting Room Dual 98 Version		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Samsung QM98C - 98' Diagonal Class (97.5' viewable) - QMC Series LED-backlit LCD display - digital signage - Tizen OS - 4K UHD (2160p) 3840 x 2160 - slate black **MPN:** QM98C **Contract:** Omnia Partners Contract 01-145	3	**$3,755.00**	**$11,265.00**
2:	Chief Tempo Universal Flat Wall Mount - For Displays 49-86' - Black - Mounting kit (wall mount) - for flat panel - black - screen size: 49'-86' - mounting interface: up to 970 x 450 mm **MPN:** AS3LD **Contract:** Omnia Partners Contract 01-145	3	**$554.00**	**$1,662.00**
3:	Middle Atlantic NEXSYS - Power strip (rack-mountable) - compact power, with surge protection - input: NEMA 5-15P - output connectors: 2 (power NEMA 5-15R) - 0U **MPN:** PDX-215C-SP **Contract:** Omnia Partners Contract 01-145	2	**$217.00**	**$434.00**
4:	Middle Atlantic NEXSYS Backup Power System with RackLink - UPS (rack-mountable) - bank outlet control, 15A - AC 120 V - 900 Watt - 1000 VA - 3 x battery - Sealed Lead Acid (SLA) - 7 Ah - RS-232, USB, RJ-45 - output connectors: 8 - 2U - 19' - 6 ft cord - black **MPN:** UPX-RLNK-1000R-2 **Contract:** Omnia Partners Contract 01-145	1	**$1,198.00**	**$1,198.00**
5:	Middle Atlantic PTRK Series - Rack - black - 14U - 19' **MPN:** PTRK-14 **Contract:** Omnia Partners Contract 01-145	1	**$618.00**	**$618.00**
6:	14 RU Rackrail 10-32 for PTRK Series **MPN:** PTRK-RRx14 **Contract:** Omnia Partners Contract 01-145	1	**$34.00**	**$34.00**
7:	Middle Atlantic UMS UMS1-11.5 - Rack shelf - black - 1U - 19' **MPN:** UMS1-11.5 **Contract:** Omnia Partners Contract 01-145	6	**$43.00**	**$258.00**
8:	Middle Atlantic - Rack bar - black (pack of 10) **MPN:** LBP-1A **Contract:** Omnia Partners Contract 01-145	1	**$33.00**	**$33.00**
9:	Middle Atlantic EB 1 - Blank panel - black powder coat - 1U - 19' (pack of 12) **MPN:** EB1-CP12 **Contract:** Omnia Partners Contract 01-145	1	**$82.00**	**$82.00**
10:	Middle Atlantic EVT1-CP12 - Rack panel - black powder coat - 1U - 19' (pack of 12) **MPN:** EVT1-CP12 **Contract:** Omnia Partners Contract 01-145	1	**$108.00**	**$108.00**
11:	Middle Atlantic QTFP-2 - Rack fan tray - with 2 cooling fans - textured black - 3U **MPN:** QTFP-2 **Contract:** Omnia Partners Contract 01-145	1	**$133.00**	**$133.00**
12:	C2G 3ft Cat6 Snagless Unshielded (UTP) Slim Ethernet Network Patch Cable - Blue - Patch cable - RJ-45 (M) to RJ-45 (M) - 3 ft - UTP - CAT 6 - molded, snagless - blue **MPN:** 01076 **Contract:** Omnia Partners Contract 01-145	6	**$4.50**	**$27.00**
13:	C2G 6ft Cat6 Ethernet Cable - Slim - Snagless Unshielded (UTP) - Blue - Patch cable - RJ-45 (M) to RJ-45 (M) - 6 ft - UTP - CAT 6 - molded, snagless - blue **MPN:** 01079 **Contract:** Omnia Partners Contract 01-145	4	**$4.50**	**$18.00**
14:	C2G - Cable wrap - 10 ft - black **MPN:** 29852 **Contract:** Omnia Partners Contract 01-145	1	**$5.00**	**$5.00**

15:	C2G 6ft 4K HDMI Cable with Ethernet - High Speed - UltraHD Cable - M/M - HDMI cable with Ethernet - HDMI male to HDMI male - 6 ft - shielded - black **MPN:** 56783 **Contract:** Omnia Partners Contract 01-145	4	**$6.75**	**$27.00**
16:	C2G 3ft 4K HDMI Cable with Ethernet - High Speed - UltraHD Cable - M/M - HDMI cable with Ethernet - HDMI male to HDMI male - 3 ft - shielded - black **MPN:** 56782 **Contract:** Omnia Partners Contract 01-145	4	**$6.75**	**$27.00**
17:	C2G Mini DisplayPort to HDMI Adapter Converter - Video adapter kit - black - 4K support **MPN:** C2G30038 **Contract:** Omnia Partners Contract 01-145	4	**$28.00**	**$112.00**
18:	C2G 6ft 3.5mm Audito Cable - AUX Cable - M/M - Audio cable - mini-phone stereo 3.5 mm male to mini-phone stereo 3.5 mm male - 6 ft - shielded - black **MPN:** 40413 **Contract:** Omnia Partners Contract 01-145	4	**$2.75**	**$11.00**
19:	C2G Superbooster USB Camera Extender Over Cat Box to Box Kit - USB extender - over CAT 6 - up to 150 ft **MPN:** C2G54277 **Contract:** Omnia Partners Contract 01-145	1	**$133.00**	**$133.00**
20:	C2G 3ft USB C to USB A Cable - USB 3.2 - 5Gbps - M/M - USB cable - USB Type A (M) to 24 pin USB-C (M) - USB 3.1 - 30 V - 3 A - 3 ft - black **MPN:** 28831 **Contract:** Omnia Partners Contract 01-145	1	**$12.00**	**$12.00**
21:	C2G 3ft USB C Cable - USB 3.2 - 10Gbps - M/M - USB cable - 24 pin USB-C (M) to 24 pin USB-C (M) - USB 3.1 Gen 2 / Thunderbolt 3 - 20 V - 3 A - 3.3 ft - black **MPN:** 28848 **Contract:** Omnia Partners Contract 01-145	1	**$22.00**	**$22.00**
22:	C2G 50ft HDBaseT Certified Cat6a Cable - Non-Continuous Shielding - CMP Plenum - Patch cable - RJ-45 (M) to RJ-45 (M) - 50 ft - STP - CAT 6a - plenum, snagless **MPN:** 43172 **Contract:** Omnia Partners Contract 01-145	1	**$122.00**	**$122.00**
23:	C2G 1000ft Cat6 Bulk Unshielded (UTP) Ethernet Cable with Solid Conductors - Plenum CMP Rated - Blue - Bulk cable - 1000 ft - UTP - CAT 6 - plenum, solid - blue **MPN:** 56019 **Contract:** Omnia Partners Contract 01-145	1	**$572.00**	**$572.00**
24:	C2G Modular Plug for Round Solid/Stranded Cable - Network connector - RJ-45 (M) - CAT 6 - clear (pack of 50) **MPN:** 00889 **Contract:** Omnia Partners Contract 01-145	1	**$23.00**	**$23.00**
25:	C2G - Network cable boot - blue (pack of 50) **MPN:** 04757 **Contract:** Omnia Partners Contract 01-145	1	**$9.00**	**$9.00**
26:	Large Meeting Room Bundle **MPN:** Biamp MRB-L-X400-C **Contract:** Omnia Partners Contract 01-145	1	**$5,949.00**	**$5,949.00**
27:	Ceiling Microphone **MPN:** Parlé TCM-X ceiling **Contract:** Omnia Partners Contract 01-145	1	**$1,378.00**	**$1,378.00**
28:	Expansion ceiling microphone **MPN:** Parlé TCM-XEX ceiling **Contract:** Omnia Partners Contract 01-145	1	**$878.00**	**$878.00**
29:	Plenum rated 10ft Cat5e cable **MPN:** C5E-10-P **Contract:** Omnia Partners Contract 01-145	2	**$28.00**	**$56.00**
30:	Plenum rated 25ft Cat5e cable **MPN:** C5E-25-P **Contract:** Omnia Partners Contract 01-145	1	**$56.00**	**$56.00**
31:	Backpack Adapter Kit **MPN:** BPAK **Contract:** Omnia Partners Contract 01-145	1	**$55.00**	**$55.00**
32:	Conferencing camera **MPN:** Vidi 250 **Contract:** Omnia Partners Contract 01-145	1	**$399.00**	**$399.00**
33:	Wireless Casting **MPN:** SBWD1100P **Contract:** Omnia Partners Contract 01-145	1	**$1,119.00**	**$1,119.00**
34:	Logitech MK850 Performance - Keyboard and mouse set - wireless - Bluetooth, 2.4 GHz **MPN:** 920-008219 **Contract:** Omnia Partners Contract 01-145	1	**$83.00**	**$83.00**
35:	Crestron 10.1 in. Tabletop Touch Screen, Government Version, Black Smooth **MPN:** TS-1070-GV-B-S **Contract:** Omnia Partners Contract 01-145	1	**$1,875.00**	**$1,875.00**
36:	Crestron 4-Series™ Control System **MPN:** RMC4 **Contract:** Omnia Partners Contract 01-145	1	**$931.00**	**$931.00**

37:	Crestron DM NVX® 4K60 4:4:4 HDR Network AV Encoder **MPN:** DM-NVX-D30 **Contract:** Omnia Partners Contract 01-145	3	**$814.00**	**$2,442.00**
38:	24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch **MPN:** GSM4230PX **Contract:** Omnia Partners Contract 01-145	1	**$1,739.00**	**$1,739.00**
39:	Cat 6A F/UTP CMP - Small O.D 500Mhz **MPN:** 254346AFBK1000 **Contract:** Omnia Partners Contract 01-145	1	**$653.00**	**$653.00**
40:	XTP DTP 24 Plug, Package of 10 **MPN:** 101-005-02 **Contract:** Omnia Partners Contract 01-145	1	**$66.00**	**$66.00**
41:	1G Old Work **MPN:** LV1 **Contract:** Omnia Partners Contract 01-145	2	**$3.00**	**$6.00**
42:	2G Old Work **MPN:** LV2 **Contract:** Omnia Partners Contract 01-145	1	**$3.50**	**$3.50**
43:	1G Bursh **MPN:** CED135WP **Contract:** Omnia Partners Contract 01-145	2	**$8.00**	**$16.00**
44:	2G Scoop **MPN:** CE2 **Contract:** Omnia Partners Contract 01-145	1	**$358.99**	**$358.99**
45:	Techflex 1-1/4 Clean Cut Sleeving 25 ft. Black **MPN:** CCP1.25BK25 **Contract:** Omnia Partners Contract 01-145	1	**$43.00**	**$43.00**
46:	Lenovo ThinkStation P3 30H0 - Tiny 1 x Core i7 i7-14700 / up to 5.4 GHz - vPro Enterprise - RAM 16 GB - SSD 512 GB - TCG Opal Encryption, NVMe, Performance - UHD Graphics 770 - Gigabit Ethernet, IEEE 802.11ax (Wi-Fi 6E) - Win 11 Pro - monitor: none - keyboard: English - black - TopSeller - with 3 Years Lenovo Premier Support **MPN:** 30H00072US	1	**$2,500.00**	**$2,500.00**
47:	Crestron DM-NVX-D30 DM NVX® 4K60 4:4:4 HDR Network AV Decoder **MPN:** DM-NVX-D30	3	**$796.99**	**$2,390.97**

Sub-Total: **$39,942.46**

Shipping & Handling: **$200.00**

Taxes: **Tax Exempt**

Total for Item 1: **$40,142.46**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	OPP 26825 Labor - Large Meeting Room Install **MPN:** OPP 26825 Labor **Contract:** Omnia Partners Contract 01-145	1	**$9,597.00**	**$9,597.00**
2:	OPP 26825 Programming/Commissioning **MPN:** OPP 26825 Programming/Commissioning **Contract:** Omnia Partners Contract 01-145	1	**$5,231.00**	**$5,231.00**
3:	OPP 26825 Standard Service Contract **MPN:** OPP 26825 SSC **Contract:** Omnia Partners Contract 01-145	1	**$2,508.00**	**$2,508.00**
4:	OPP 26825 Contingency Fee **MPN:** OPP 26825 Contingency Fee **Contract:** Omnia Partners Contract 01-145	1	**$2,710.00**	**$2,710.00**

Sub-Total: **$20,046.00**

Shipping & Handling: **Included**

Taxes: **Tax Exempt**

Total for Item 2: **$20,046.00**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total: **$59,988.46**

Shipping & Handling :	**$200.00**
Taxes:	**Tax Exempt**
Total:	**$60,188.46**

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

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Online Quotation

Quote No:	TB17 1489099.00	**Quote Date:**	February 14, 2025
Customer Name:	Travis Ramsey	**Phone Number:**	865-966-7057
Company Name:	Farragut, TN - City	**Fax Number:**	
Quote Name:	OPP 26825 Board Room		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	QMC Series 98' Commerical Display **MPN:** QM98C **Contract:** Omnia Partners Contract 01-145	3	**$3,755.00**	**$11,265.00**
2:	VHB-E Series 55' **MPN:** VH55B-E **Contract:** Omnia Partners Contract 01-145	1	**$1,964.00**	**$1,964.00**
3:	Chief Tempo Universal Flat Wall Mount - For Displays 49-86' - Black - Mounting kit (wall mount) - for flat panel - black - screen size: 49'-86' - mounting interface: up to 970 x 450 mm **MPN:** AS3LD **Contract:** Omnia Partners Contract 01-145	4	**$554.00**	**$2,216.00**
4:	Low-Profile Lay-In 2' x 2' Ceiling Tile Loudspeaker with 200 mm (8 in) Driver **MPN:** LCT 81 C/T **Contract:** Omnia Partners Contract 01-145	12	**$116.00**	**$1,392.00**
5:	JBL CSA280Z **MPN:** CSA280Z **Contract:** Omnia Partners Contract 01-145	1	**$476.00**	**$476.00**
6:	Powered 6' (15.24 cm) Two-Way Studio Monitor **MPN:** 306PMKII **Contract:** Omnia Partners Contract 01-145	2	**$171.00**	**$342.00**
7:	Workstation TS P3_Tower_W680_ES_R **MPN:** 30GUSNRX00 **Contract:** Omnia Partners Contract 01-145	1	**$2,380.00**	**$2,380.00**
8:	ThinkVision 23.8 inch Monitor - T24i-30 **MPN:** 63CFMAT1US **Contract:** Omnia Partners Contract 01-145	3	**$186.00**	**$558.00**
9:	Wireless Keyboard and Mouse Combo **MPN:** 920-008219 **Contract:** Omnia Partners Contract 01-145	1	**$83.00**	**$83.00**
10:	Wireless Casting **MPN:** SBWD1100P **Contract:** Omnia Partners Contract 01-145	1	**$1,119.00**	**$1,119.00**
11:	Crestron TS-1070-GV-B-S **MPN:** TS-1070-GV-B-S **Contract:** Omnia Partners Contract 01-145	2	**$1,875.00**	**$3,750.00**
12:	4-Series™ Control System **MPN:** CP4 **Contract:** Omnia Partners Contract 01-145	1	**$1,264.00**	**$1,264.00**
13:	Crestron DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing **MPN:** DM-NVX-351 **Contract:** Omnia Partners Contract 01-145	2	**$1,451.00**	**$2,902.00**
14:	Crestron DM NVX® 4K60 4:4:4 HDR Network AV Encoder **MPN:** DM-NVX-E30 **Contract:** Omnia Partners Contract 01-145	2	**$828.00**	**$1,656.00**
15:	Crestron DM NVX® 4K60 4:4:4 HDR Network AV Decoder **MPN:** DM-NVX-D30 **Contract:** Omnia Partners Contract 01-145	6	**$828.00**	**$4,968.00**

16:	Crestron DM-NVX-DIR-80 **MPN:** DM-NVX-DIR-80 **Contract:** Omnia Partners Contract 01-145	1	**$3,660.00**	**$3,660.00**
17:	1 Beyond Camera Systems Remote Professional Services **MPN:** IV-PROSERVICE-1B **Contract:** Omnia Partners Contract 01-145	1	**$2,277.00**	**$2,277.00**
18:	Automate VX System Series 2 Voice-Activated, Multi-Camera Switching Solution **MPN:** IV-SAM-VX2-S **Contract:** Omnia Partners Contract 01-145	1	**$7,314.00**	**$7,314.00**
19:	Crestron 1 Beyond p20 PTZ Camera, 20x Optical Zoom, Bright White **MPN:** IV-CAM-P20-W **Contract:** Omnia Partners Contract 01-145	2	**$2,164.00**	**$4,328.00**
20:	Network + Analog I/O Processor (v2) **MPN:** Core 110f v2 **Contract:** Omnia Partners Contract 01-145	1	**$844.00**	**$844.00**
21:	32x32-channels Sofware Dante License **MPN:** SLDAN-32-P **Contract:** Omnia Partners Contract 01-145	1	**$639.00**	**$639.00**
22:	NETGEAR AV Line M4250-40G8XF-PoE+ - Switch - L3 - managed - 40 x 10/100/1000 (PoE+) + 8 x 1 Gigabit / 10 Gigabit SFP+ - side to side airflow - rack-mountable - PoE+ (960 W) **MPN:** GSM4248PX-100NAS **Contract:** Omnia Partners Contract 01-145	1	**$2,854.00**	**$2,854.00**
23:	Shure Access Point Transceiver **MPN:** MXCWAPT-A **Contract:** Omnia Partners Contract 01-145	1	**$3,283.00**	**$3,283.00**
24:	Shure Microflex MXCW640 - Conference unit - black **MPN:** MXCW640 **Contract:** Omnia Partners Contract 01-145	10	**$1,313.00**	**$13,130.00**
25:	Shure Access Point Transceiver **MPN:** MXWAPT2 **Contract:** Omnia Partners Contract 01-145	1	**$1,183.00**	**$1,183.00**
26:	Shure Microflex MXW2/SM58 - Z10 band - microphone **MPN:** MXW2/SM58=-Z10 **Contract:** Omnia Partners Contract 01-145	1	**$490.00**	**$490.00**
27:	Shure hybrid bodypack transmitter **MPN:** MXW1/O=-Z10 **Contract:** Omnia Partners Contract 01-145	1	**$506.00**	**$506.00**
28:	Low-profile Cardioid Lavalier Microphone **MPN:** WL185M **Contract:** Omnia Partners Contract 01-145	1	**$128.00**	**$128.00**
29:	Shure MXWNCS2 - Charging stand + AC power adapter - 3.3 A - 2 output connectors **MPN:** MXWNCS2 **Contract:** Omnia Partners Contract 01-145	1	**$527.00**	**$527.00**
30:	Shure - Power adapter - 1 A (USB) - on cable: Micro-USB - United States - for GLX-D GLXD14R/85; GLX-D Advanced GLXD14R/B98, GLXD24R/B87, GLXD24R/SM86; Microflex MXCW640 **MPN:** SBC10-MICROB **Contract:** Omnia Partners Contract 01-145	10	**$19.00**	**$190.00**
31:	Middle Atlantic UMS UMS1-11.5 - Rack shelf - black - 1U - 19' **MPN:** UMS1-11.5 **Contract:** Omnia Partners Contract 01-145	4	**$43.00**	**$172.00**
32:	Lace Bar L-Shaped - 10 Pieces **MPN:** LBP-1A **Contract:** Omnia Partners Contract 01-145	1	**$33.00**	**$33.00**
33:	Middle Atlantic EB 1 - Blank panel - black powder coat - 1U - 19' (pack of 12) **MPN:** EB1-CP12 **Contract:** Omnia Partners Contract 01-145	1	**$82.00**	**$82.00**
34:	Middle Atlantic EVT1-CP12 - Rack panel - black powder coat - 1U - 19' (pack of 12) **MPN:** EVT1-CP12 **Contract:** Omnia Partners Contract 01-145	2	**$108.00**	**$216.00**
35:	Middle Atlantic NEXSYS - Power strip (rack-mountable) - compact power, with surge protection - input: NEMA 5-15P - output connectors: 2 (power NEMA 5-15R) - 0U **MPN:** PDX-215C-SP **Contract:** Omnia Partners Contract 01-145	4	**$217.00**	**$868.00**
36:	Middle Atlantic NEXSYS - Power distribution unit (rack-mountable) - 15A, with Series Surge Protection - AC 120 V - input: NEMA 5-15P - output connectors: 9 (power NEMA 5-15R) - 1U - 19' - 9 ft cord **MPN:** PDX-915R-SP **Contract:** Omnia Partners Contract 01-145	2	**$469.00**	**$938.00**
37:	Middle Atlantic NEXSYS - Power distribution unit (rack-mountable) - 15A, with Series Surge Protection - AC 120 V - input: NEMA 5-15P - output connectors: 9 (power N **MPN:** UPX-RLNK-2000R-2 **Contract:** Omnia Partners Contract 01-145	1	**$1,667.00**	**$1,667.00**

38:	Middle Atlantic NEXSYS Series UPS Backup Power System with RackLink - 2000VA, 20 Amp - UPS (rack-mountable) - AC 120 V - 1800 Watt - 2000 VA - 4 x battery - Sealed Lead Acid (SLA) - 9 Ah - RS-232, USB, RJ-45 - output connectors: 8 - 2U - 19' - 6 ft cord - black **MPN:** 29852 **Contract:** Omnia Partners Contract 01-145	2	**$5.00**	**$10.00**
39:	C2G 1000ft (304.8m) Cat6 Bulk Unshielded (UTP) Ethernet Network Cable with Solid Conductors - Plenum CMP-Rated (TAA Compliant) - Blue **MPN:** 56019 **Contract:** Omnia Partners Contract 01-145	3	**$572.00**	**$1,716.00**
40:	RJ45 Cat6 Modular Plug for Round Solid/Stranded Cable Multipack (TAA Compliant) (50-Pack) **MPN:** 00889 **Contract:** Omnia Partners Contract 01-145	2	**$23.00**	**$46.00**
41:	RJ45 Snagless Boot Cover (6.0mm OD) Multipack (TAA Compliant) (50-Pack) - Blue **MPN:** 04757 **Contract:** Omnia Partners Contract 01-145	2	**$9.00**	**$18.00**
42:	6FT (1.8M) C2G CORE SERIES HIGH SPEED HDMI™ CABLE WITH ETHERNET - 4K 60HZ **MPN:** 56783 **Contract:** Omnia Partners Contract 01-145	18	**$6.75**	**$121.50**
43:	3FT (0.9M) C2G CORE SERIES HIGH SPEED HDMI™ CABLE WITH ETHERNET - 4K 60HZ **MPN:** 56782 **Contract:** Omnia Partners Contract 01-145	2	**$6.75**	**$13.50**
44:	15FT (4.6M) C2G CORE SERIES HIGH SPEED HDMI™ CABLE WITH ETHERNET - 4K 60HZ **MPN:** 50612 **Contract:** Omnia Partners Contract 01-145	2	**$11.00**	**$22.00**
45:	180° CAT6 RJ45 UTP KEYSTONE JACK - BLUE **MPN:** 35211 **Contract:** Omnia Partners Contract 01-145	15	**$4.00**	**$60.00**
46:	0.5FT (0.15M) CAT6 SNAGLESS UNSHIELDED (UTP) SLIM ETHERNET NETWORK PATCH CABLE - BLUE **MPN:** 01071 **Contract:** Omnia Partners Contract 01-145	5	**$3.50**	**$17.50**
47:	1FT (0.3M) CAT6 SNAGLESS UNSHIELDED (UTP) SLIM ETHERNET NETWORK PATCH CABLE - BLUE **MPN:** 01072 **Contract:** Omnia Partners Contract 01-145	6	**$3.50**	**$21.00**
48:	3FT (0.9M) CAT6 SNAGLESS UNSHIELDED (UTP) SLIM ETHERNET NETWORK PATCH CABLE - BLUE **MPN:** 01076 **Contract:** Omnia Partners Contract 01-145	25	**$4.50**	**$112.50**
49:	6FT (1.8M) CAT6 SNAGLESS UNSHIELDED (UTP) SLIM ETHERNET NETWORK PATCH CABLE - BLUE **MPN:** 01079 **Contract:** Omnia Partners Contract 01-145	3	**$4.50**	**$13.50**
50:	16.4FT (5M) USB 2.0 A/B CABLE - BLACK **MPN:** 28104 **Contract:** Omnia Partners Contract 01-145	1	**$5.00**	**$5.00**
51:	6FT (1.8M) 3.5MM M/M STEREO AUDIO CABLE **MPN:** 40413 **Contract:** Omnia Partners Contract 01-145	6	**$2.75**	**$16.50**
52:	25FT (7.6M) PRO-AUDIO XLR MALE TO XLR FEMALE CABLE **MPN:** 40061 **Contract:** Omnia Partners Contract 01-145	2	**$25.00**	**$50.00**
53:	24-Port 1U Rack-Mount Shielded Blank Keystone/Multimedia Patch Panel **MPN:** N062-024-KJ-SH **Contract:** Omnia Partners Contract 01-145	1	**$24.00**	**$24.00**
54:	12G SDI Cable - 4K UHD Video BNC Cable - 25 Foot **MPN:** 12GSDI-B-B-025 **Contract:** Omnia Partners Contract 01-145	1	**$41.00**	**$41.00**
55:	1P 16G STRD UNSHLD PLENII **MPN:** 25225BGY1000 **Contract:** Omnia Partners Contract 01-145	1	**$231.00**	**$231.00**
56:	1G Box **MPN:** LV1 **Contract:** Omnia Partners Contract 01-145	10	**$3.00**	**$30.00**
57:	Middle Atlantic U3V - Rack shelf - black powder coat - 3U **MPN:** U3V **Contract:** Omnia Partners Contract 01-145	1	**$59.00**	**$59.00**
58:	Crestron 1 Beyond i20 PTZ Camera, 20x Optical Zoom, Bright White **MPN:** IV-CAM-I20-W **Contract:** Omnia Partners Contract 01-145	1	**$5,465.00**	**$5,465.00**

59:	Middle Atlantic NEXSYS Series - Power distribution unit (rack-mountable) - compact power, with multi-stage surge protection - AC 120 V - input: NEMA 5-15P - output connectors: 6 (power NEMA 5-15R) - 0U - 23.6 in cord **MPN:** PDX-615C	1	**$201.00**	**$201.00**
60:	Middle Atlantic SignalSAFE - Power cable - NEMA 5-15 (P) straight to power IEC 60320 C13 - 20 ft - blue stripe **MPN:** IEC-240X1	1	**$59.00**	**$59.00**
61:	C2G C2G02215 **MPN:** C2G02215	1	**$9.00**	**$9.00**
62:	1G Bursh **MPN:** CED135WP	10	**$8.00**	**$80.00**
63:	JamStands Table-Top Microphone Stand **MPN:** JS-DMS50	1	**$12.00**	**$12.00**
64:	Pro Capture HDMI One-Channel PICe 2.0 Capture Card For HDMI/Composite/Component/S-Video w/ Audio **MPN:** 11040	1	**$295.00**	**$295.00**
65:	Pro Capture SDI Card - 1 Channel **MPN:** 11050	1	**$305.00**	**$305.00**
			Sub-Total:	**$90,718.00**
			Shipping & Handling:	**$55.00**
			Taxes:	**Tax Exempt**
			Total for Item 1:	**$90,773.00**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	OPP 26310 Labor BOard Room **MPN:** OPP 26310 Labor **Contract:** Omnia Partners Contract 01-145	1	**$27,334.00**	**$27,334.00**
2:	OPP 26310 Progremmimg / Commissioning Board Room **MPN:** OPP 26310 Programming / Commissioning **Contract:** Omnia Partners Contract 01-145	1	**$11,206.00**	**$11,206.00**
3:	OPP 26310 Standard Service Contract Board Room **MPN:** OPP 26310 SSC **Contract:** Omnia Partners Contract 01-145	1	**$6,069.00**	**$6,069.00**
4:	OPP 26310 Contingency Fee Board Room **MPN:** OPP 206310 Contingency Fee **Contract:** Omnia Partners Contract 01-145	1	**$6,770.00**	**$6,770.00**
			Sub-Total:	**$51,379.00**
			Shipping & Handling:	**Included**
			Taxes:	**Tax Exempt**
			Total for Item 2:	**$51,379.00**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$142,097.00**
Shipping & Handling :	**$55.00**
Taxes:	**Tax Exempt**
Total:	**$142,152.00**

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

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Online Quotation

Quote No:	TB17 1489011.00	**Quote Date:**	February 14, 2025
Customer Name:	Travis Ramsey	**Phone Number:**	865-966-7057
Company Name:	Farragut, TN - City	**Fax Number:**	
Quote Name:	OPP 26825 General Conference Spaces/Offices		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	QMC Series 55' Commercial Display **MPN:** QM55C **Contract:** Omnia Partners Contract 01-145	5	**$865.00**	**$4,325.00**
2:	QMC Series 85' Commercial Display **MPN:** QM85C **Contract:** Omnia Partners Contract 01-145	4	**$3,180.00**	**$12,720.00**
3:	Middle Atlantic NEXSYS - Power strip (rack-mountable) - compact power, with surge protection - input: NEMA 5-15P - output connectors: 2 (power NEMA 5-15R) - 0U **MPN:** PDX-215C-SP **Contract:** Omnia Partners Contract 01-145	9	**$217.00**	**$1,953.00**
4:	Chief Tempo Universal Flat Wall Mount - For Displays 49-86' - Black - Mounting kit (wall mount) - for flat panel - black - screen size: 49'-86' - mounting interface: up to 970 x 450 mm **MPN:** AS3LD **Contract:** Omnia Partners Contract 01-145	9	**$554.00**	**$4,986.00**
5:	ScreenBeam 1100 Plus Wireless Casting SBWD1100P **MPN:** SBWD1100P **Contract:** Omnia Partners Contract 01-145	2	**$1,119.00**	**$2,238.00**
6:	C2G 6ft 4K HDMI Cable with Ethernet - High Speed - UltraHD Cable - M/M - HDMI cable with Ethernet - HDMI male to HDMI male - 6 ft - shielded - black **MPN:** 56783 **Contract:** Omnia Partners Contract 01-145	9	**$6.50**	**$58.50**
7:	C2G Mini DisplayPort to HDMI Adapter Converter - Video adapter kit - black - 4K support **MPN:** C2G30038	1	**$28.00**	**$28.00**
8:	Lenovo ThinkStation P3 30H0 - Tiny 1 x Core i7 i7-14700 / up to 5.4 GHz - vPro Enterprise - RAM 32 GB - SSD 1 TB - TCG Opal Encryption, NVMe, Performance - T1000 - Gigabit Ethernet, IEEE 802.11ax (Wi-Fi 6E) - Win 11 Pro - monitor: none - keyboard: English - black - TopSeller - with 3 Years Lenovo Premier Support **MPN:** 30H0006QUS	1	**$2,235.99**	**$2,235.99**
9:	Lenovo Tiny VESA Mount II - System mounting bracket - for ThinkCentre M70q Gen 2; M70q Gen 3; M75t Gen 2; M90q Gen 2; M90q Gen 3; ThinkStation P360 **MPN:** 4XF0N03161	1	**$17.00**	**$17.00**
10:	Lenovo - Power adapter cage - black **MPN:** 4XF1M39041	1	**$17.99**	**$17.99**
11:	Logitech MK850 Performance - Keyboard and mouse set - wireless - Bluetooth, 2.4 GHz **MPN:** 920-008219	1	**$81.00**	**$81.00**
12:	C2G 6ft Cat6 Ethernet Cable - Slim - Snagless Unshielded (UTP) - Blue - Patch cable - RJ-45 (M) to RJ-45 (M) - 6 ft - UTP - CAT 6 - molded, snagless - blue **MPN:** 01079	10	**$4.50**	**$45.00**

Sub-Total:	**$28,705.48**
Shipping & Handling:	**$15.00**
Taxes:	**Tax Exempt**
Total for Item 1:	**$28,720.48**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	OPP 26310 Labor for General Conference Space AV Install **MPN:** OPP 26310 Labor **Contract:** Omnia Partners Contract 01-145	1	**$7,175.00**	**$7,175.00**
2:	OPP 26310 Standard Service Contract **MPN:** OPP 26310 SSC **Contract:** Omnia Partners Contract 01-145	1	**$1,045.00**	**$1,045.00**
3:	OPP 26310 Contingency Fee **MPN:** OPP 26310 Contingency Fee **Contract:** Omnia Partners Contract 01-145	1	**$1,845.00**	**$1,845.00**
			Sub-Total:	**$10,065.00**
			Shipping & Handling:	**Included**
			Taxes:	**Tax Exempt**
			Total for Item 2:	**$10,065.00**

This Quote will expire on March 16, 2025.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$38,770.48**
Shipping & Handling :	**$15.00**
Taxes:	**Tax Exempt**
Total:	**$38,785.48**

Notes:

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HOWARD™

Response To

NCPA

For

RFP #45-22

Technology Solutions, Products, & Services

Due:

November 17, 2022 @ 2:00 PM

Presented By

HOWARD TECHNOLOGY SOLUTIONS

Our Vision and Strategy

We do IT

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Letter of Transmittal

November 16, 2022

RE: RFP #45-22: Technology Solutions, Products, and Services

Dear: National Cooperative Purchasing Alliance:

Howard Technology Solutions (a division of Howard Industries, Inc., Federal ID Number **64-0466143** and SPIN **143022153**) (Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K12 schools and higher education facilities, supplying them with affordable, advanced technology – everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Sincerely,

BBoyd

Brandey Boyd
Bids and Contracts Manager
Phone: 601.399.5831
Fax: 601.399.5077
Email: bboyd@howard.com

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TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

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Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Howard Technology Solutions, a division of Howard Industries Inc.
Company Name

36 Howard Drive
Address

Ellisville	MS	39437
City	State	Zip

601-425-3181	601-399-5077
Telephone Number	Fax Number

bboyd@howard.com
Email Address

Brandey Boyd	Bids and Contracts Manager
Printed Name	Position

Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Howard Technology Solutions, a division of Howard Industries Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-145, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

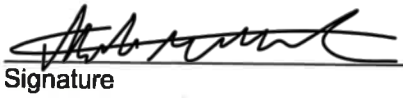
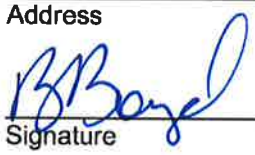
Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance Organization	Howard Technology Solutions, a division of Howard Industries inc Vendor Name
Matthew Mackel Name	Brandey Boyd Name
Director, Business Development Title	Bids and Contracts Manager Title
PO Box 701273 Address	36 Howard Drive Address
Houston, TX 77270 Address	Ellisville, MS 39437 Address
 Signature	 Signature
December 1, 2022 Date	11/16/22 Date

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia**
(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ Callfornia	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Malne	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas**
(Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Microneş	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☐ **All Canada Provinces and Territories**
(Selecting this box is equal to checking all boxes below)

☐ Alberta
☐ British Columbia
☐ Manitoba
☐ New Brunswick
☐ Newfoundland and Labrador
☐ Nova Scotia
☐ Ontario
☐ Prince Edward Island
☐ Quebec
☐ Saskatchewan
☐ Northwest Territories
☐ Nunavut
☐ Yukon

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe ☒ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☒ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Ellisville,
State of Mississippi.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☒ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	Brandey Boyd
Title	Bids and Contracts Manager
Company	Howard Technology Solutions, a division of Howard Industries Inc
Address	36 Howard Drive
City/State/Zip	Ellisville, MS 39437
Phone	601-399-5831
Email	bboyd@howard.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

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TAB 4
VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.

  Howard Technology Solutions, a division of Howard Industries Inc.

- Brief history of your company, including the year it was established.

  Please see the Howard Technology Solutions Executive Summary.

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Howard Technology Solutions

Executive Summary

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Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a $1.6 billion privately–held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world – 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company - Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 90's and formed a new division – Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and numerous other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

Today, Howard Technology Solutions has grown at a significant pace and has entered into strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive,Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.

Another value-added benefit of Howard is the one-on-one support you will receive from Howard Technology Solutions. From project start to finish, our teams are able to assist our customers

with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Sales Team to help with any issues that may arise. All of our employees are willing and trained to provide excellent customer service and product knowledge for our customers.

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- Company's Dun & Bradstreet (D&B) number.
  Howard Technology Solutions, a division of Howard Industries Inc
  DUNS #04-341-7476

- Company's organizational chart of those individuals that would be involved in the contract.

  Please see attached organizational charts for key contact information, beginning next page.

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Howard Technology Solutions
Organizational Chart and Contacts

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Vendor Relations

NAME	NUMBER	EMAIL ADDRESS	TITLE
Susie McCraw	601.399.5678	smccraw@howard.com	Vendor Relations Manager

Bid Services Department

NAME	NUMBER	EMAIL ADDRESS	TITLE
Brandey Boyd	601.399.5831	bboyd@howard.com	Bids and Contracts Manager
Darlene Parker	601.399.5044	darleneparker@howard.com	Bids Specialist
Michelle Brady	601.399.5772	mbrady@howard.com	Bids Specialist

Education Sales Division

NAME	NUMBER	EMAIL ADDRESS	TITLE
David Perkins	601.399.5019	David.perkins@howard.com	Executive Vice President of Sales
Josh Jefcoat	601.310.7346	jjefcoat@howard.com	Vice President of Educational Sales
Chris Lyman	601.399.5812	clyman@howard.com	Higher Ed Sales Manager
Erin Miller	601.399.5720	elmiller@howard.com	K12 Sales Manager
Tania Keyes	601.399.5049	tkeyes@howard.com	K12 Operations Manager
Jennifer Dreager	601.399.5638	jdreager@howard.com	Higher Ed Operations Manager
Ashely Barlow	601.399.5733	abarlow@howard.com	Order Entry

NAME	NUMBER	EMAIL ADDRESS	TITLE
Kim Nowell	601.399.5779	knowell@howard.com	Operations Support

Lindsey Butler	601.399.5687	lbutler@howard.com	Operations Support
Kelsey Breland	601.399.5630	kbreland@howard.com	Operations Support
Teena Johnson	601.399.5058	teenajohnson@howard.com	Operations Support
Migonna Plummer	601.399.5111	mplummer@howard.com	Operations Support
Sharissa McDonald	601.399.5778	smcdonald@howard.com	Operations Support
Tabitha Davis	601.399.5722	tdavis@howard.com	Operations Support

Sales Team – K12 Inside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
LaDena Lowery	601.399.5720	llowery@howard.com	Louisiana
Kristen Johnston	601.399.5631	kjohnston@howard.com	Arkansas
Jennifer Howard	601.399.5637	jenniferhoward@howard.com	New Jersey
Chris Hamm	601.399.5763	chamm@howard.com	Tennessee
Kristen Hamm	601.399.5834	khamm@howard.com	Florida
Briana Douglas	601.399.5002	bdouglas@howard.com	Mississippi
Hollie McMinn	601.399.5820	hmcminn@howard.com	North/South Carolina
Jonathan Dupree	601.399.5045	jdupree@howard.com	Texas
Kari Thompson	601.399.5067	kthompson@howard.com	Mississippi
Callie Lassiter	601.399.5704	classiter@howard.com	Georgia
Jessica Sullins	601.399.5085	jsullins@howard.com	Georgia
Karly Jones	601.399.5085	kjones@howard.com	California
Jennah Eddins	601.399.5623	jeddins@howard.com	Alabama
Maggie Matherne	601.399.5814	mmatherne@howard.com	Illinois/Ohio
Darlene Jones	601.399.5752	dholifield@howard.com	Alabama

Sales Team – K12 Outside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Mike Mizer	931.472.8740	mmizer@howard.com	K12 Regional Manager
Woody Rust	318.349.8349	Woody.rust@howard.com	K12 Regional Manager

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Ashley Garrison	504.232.7865	agarrison@howard.com	Louisiana
Shane Knight	501.517.7007	sknight@howard.com	Arkansas
Sydney Patterson	601.577.1275	spatterson@howard.com	Large Accounts - National
Andy Musick	770.323.8692	amusick@howard.com	Georgia
Ryan Vena	856.430.5425	rvena@howard.com	New Jersey
Mike Scherer	865.507.6507	mscherer@howard.com	Tennessee
Yetzi Bones	321.210.9206	ybones@howard.com	Florida
Caleb Yates	662.316.9123	cyates@howard.com	Mississippi
Jaime Palacios	210.727.1197	jpalacios@howard.com	Texas
Joseph Brunson	318.265.9704	jbrunson@howard.com	Louisiana/Arkansas/Texas
JD Detwiler	704.572.2217	jdetwiler@howard.com	North/South Carolina
Scott Galloway	864.641.8247	sgalloway@howard.com	North/South Carolina
Jesse Stephens	321.594.1071	jstephens@howard.com	Florida
Eddie Bledsoe	228.304.2301	ebledsoe@howard.com	Mississippi
Kothe Zirges	512.557.0472	kzirges@howard.com	Texas
Michael Edwards	770.490.3896	medwards@howard.com	Georgia
Kary Parchman	731.487.7615	kparchman@howard.com	Tennessee
Nathan White	334.560.4274	nwhite@howard.com	Alabama
Steve Mott	470.774.9589	smott@howard.com	Georgia

Jessica Heiser	530.554.5043	jheiser@howard.com	California
Elizabeth Hegi	346.241.6808	ehegi@howard.com	Texas
Elizabeth Hegi	346.241.6808	ehegi@howard.com	Texas
Tanner Stewart	334.306.3292	tstewart@howard.com	Louisiana
Mike Stefanini	330.715.0043	mstefanini@howard.com	Ohio
Emily Pirtle	903.559.5168	epirtle@howard.com	Texas/Arkansas/Ohio
Angela Giddens	405.482.0243	agiddens@howard.com	Oklahoma/Texas Panhandle

Frank Murray	940.280.6025	fmurray@howard.com	Texas
Hunter Lastacy	313.569.8693	hlastacy@howard.com	Michigan
Neal Newmark	412.735.6361	nnewmark@howard.com	Pennsylvania
Ryan Williams	442.362.4011	rewilliams@howard.com	San Diego

Sales Team – Higher Education Inside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Amanda Pippen	601.399.5827	apippen@howard.com	Louisiana/Arkansas
Jack Fairchilds	601.399.5753	jfairchilds@howard.com	Mississippi/Alabama
Jordan Breed	601.399.5614	jbreed@howard.com	Troy University/USA
Sadie Mozingo	601.399.5027	smozingo@howard.com	Texas/Oklahoma
Sarah Church	601.399.5693	schurch@howard.com	Georgia
Trey Upchurch	601.399.5694	tupchurch@howard.com	Florida
Kelly Turner	601.399.5047	Kelly.turner@howard.com	Mississippi/Alabama
Kaitlyn Hite	601.399.5701	khite@howard.com	Colorado/New Mexico/Utah

Sales Team – Higher Education Outside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Rusty Thoms	601.573.6732	Rusty.thoms@howard.com	HiEd Regional Manager
David Hoblick	720.597.0317	dhoblick@howard.com	HiEd Regional Manager
Chris Marker	813.624.1413	cmarker@howard.com	Florida
Andrea Riley	405.234.6168	ariley@howard.com	Oklahoma
Tyler Davis	843.637.9776	thdavis@howard.com	North/South Carolina
Marty Johnson	225.316.4223	mjohnson@howard.com	Louisiana/Arkansas
Josh Pursell	678.873.6650	jpursell@howard.com	Georiga
Bennett Witcher	601.577.1069	bwitcher@howard.com	Mississippi/Alabama
Heather Sledge	830.402.8004	hsledge@howard.com	Texas
Erica Brasseux	903.495.3780	ebrasseux@howard.com	Texas
Angel Kerns	615.571.5480	akerns@howard.com	Tennessee/Kentucky
Cameron Shapiro	224.454.4528	cshapiro@howard.com	Illinois/Indiana
Amber Atkins	303.253.2142	alatkins@howard.com	Colorado/New Mexico/Utah
Owen Mullins	856.261.4736	omullins@howard.com	East Coast

Maggie Rogers	845.776.9912	mrogers@howard.com	New York
Alejandro Ibanez-Rangel	216.287.2636	Aibanez-rangel@howard.com	Michigan

Sales Team – Business and Government Inside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Kayla Sherman	601.399.5039	ksherman@howard.com	Mississippi/ Alabama/ Louisiana/Arkansas/Florida
Sharissa McDonald	601.399.5778	sreeves@howard.com	Tennessee
Taylor McKissack	601.399.5706	tmckissack@howard.com	New York/New Jersey
Jeffrey Blue	601.399.5810	jblue@howard.com	South Carolina/Mississippi/Alabama
Kei Shaun Harris	601.399.5730	kharris@howard.com	Georgia/Florida
Fakayla Terrell	601.399.5702	fterrell@howard.com	Ohio/Texas

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

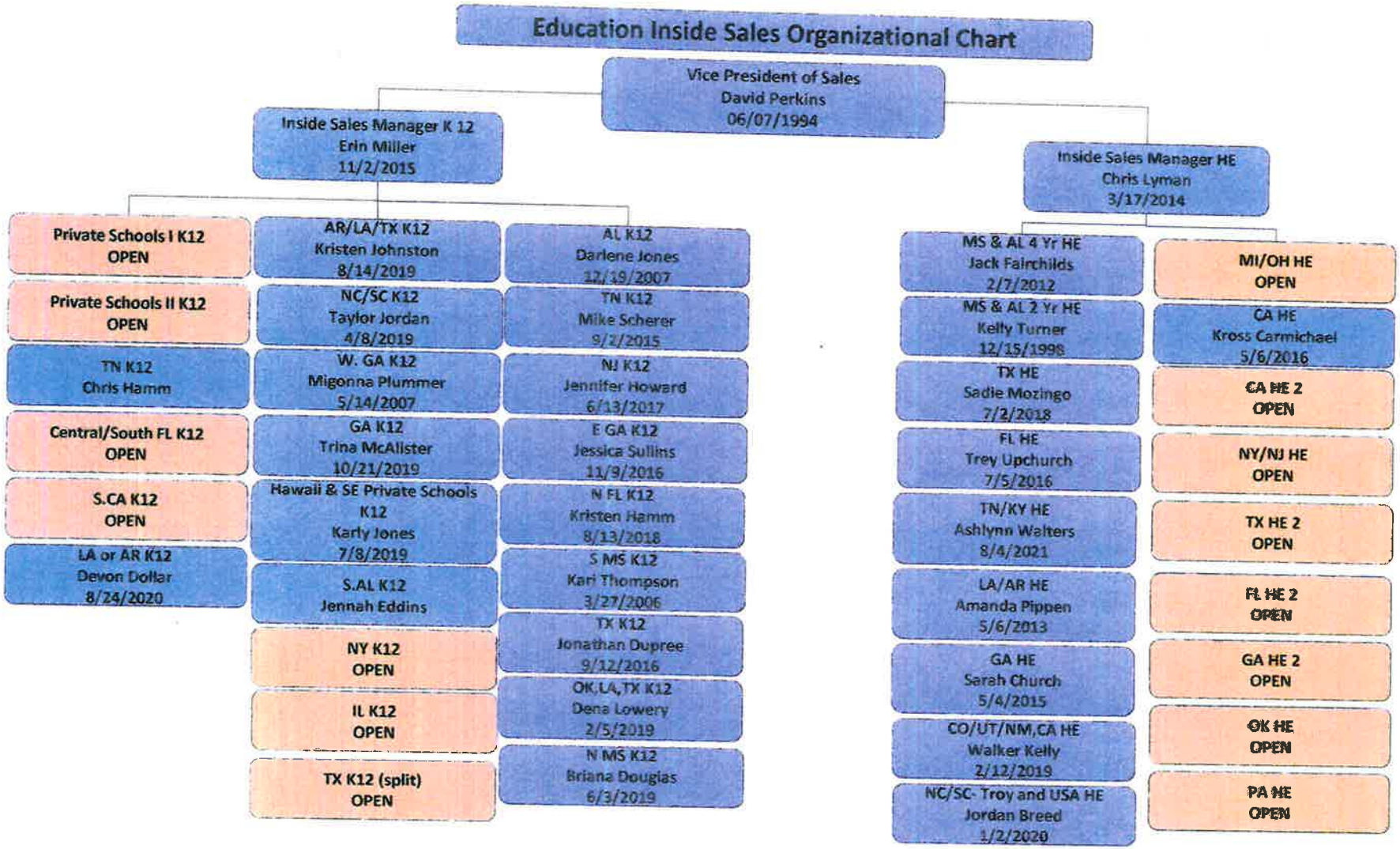
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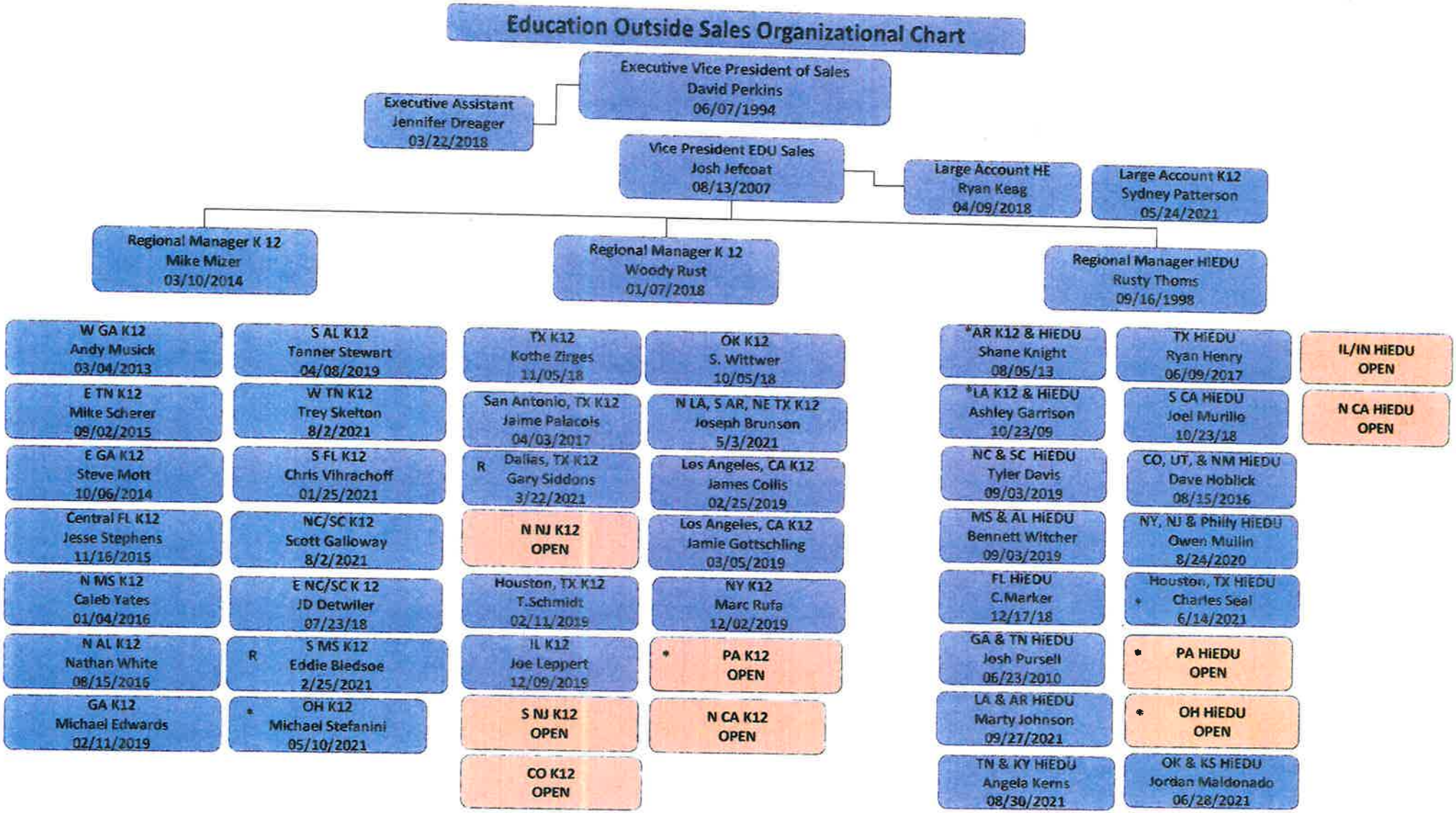
Sales Team – Business and Government Outside Sales

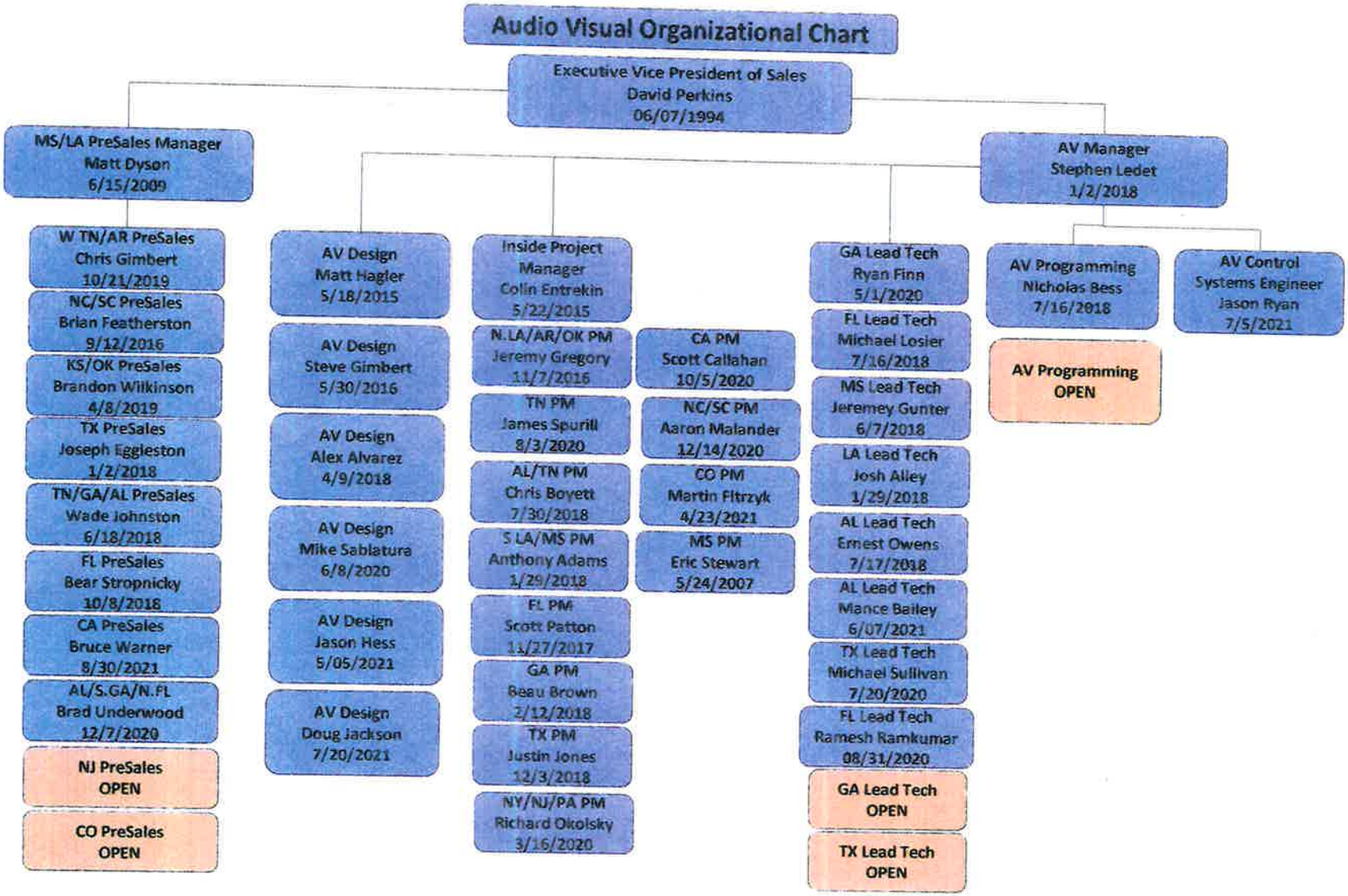
NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Kayla Jordan	601.470.1113	kjordan@howard.com	Mississippi Biz
Michael Davis	629.867.7711	mjdavis@howard.com	Tennessee Biz
Taylor Galano	914.446.1270	tgalano@howard.com	New York Biz
Kelcy Ward	352.281.3434	kward@howard.com	North Florida Biz
Mark Henderson	501.428.5628	mhenderson@howard.com	Arkansas Biz
Sonda Frament	832.776.8473	sframent@howard.com	Texas Biz
Dylan Miles	601.580.4476	dmiles@howard.com	Mississippi Gov
Casey Smeraglia	205.581.6063	csmeraglia@howard.com	Alabama Gov
Daniel Girtman	615.339.6226	dgirtman@howard.com	Tennessee Gov
Logan Cox	850.274.3296	lcox@howard.com	Florida Gov
Jonathan Gadd	678.591.0696	jgadd@howard.com	Georgia Gov
Blake Amrhein	225.315.3846	bamrhein@howard.com	Louisiana Gov
Holly Fleenor	479.212.9602	hfleenor@howard.com	Arkansas Gov

Education Inside Sales Organizational Chart

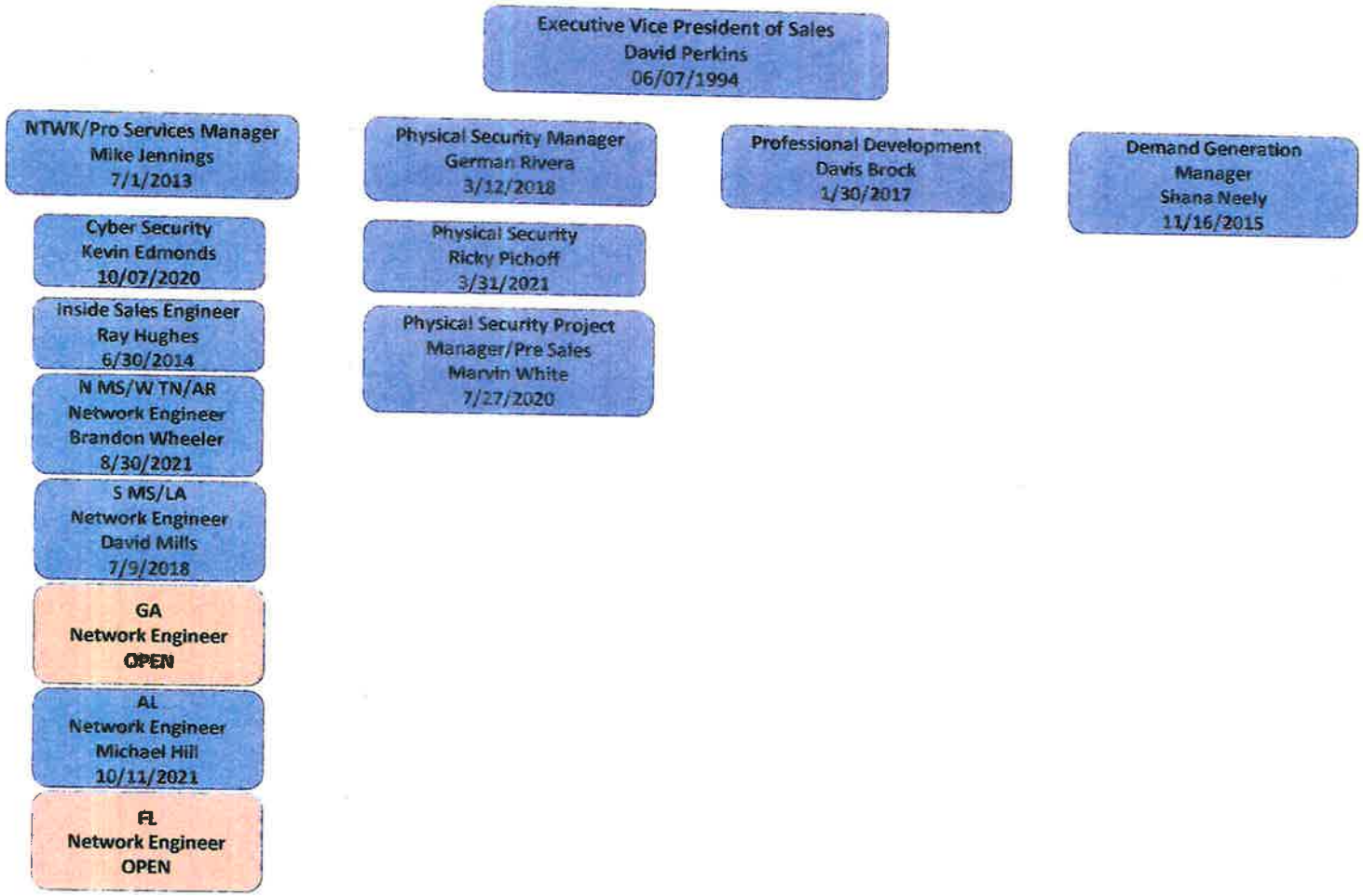


Education Outside Sales Organizational Chart




Audio Visual Organizational Chart
Executive Vice President of Sales
David Perkins
06/07/1994
MS/LA PreSales Manager
Matt Dyson
6/15/2009
W TN/AR PreSales
Chris Gimbert
10/21/2019
NC/SC PreSales
Brian Featherston
9/12/2016
KS/OK PreSales
Brandon Wilkinson
4/8/2019
TX PreSales
Joseph Eggleston
1/2/2018
TN/GA/AL PreSales
Wade Johnston
6/18/2018
FL PreSales
Bear Stropnicky
10/8/2018
CA PreSales
Bruce Warner
8/30/2021
AL/S.GA/N.FL
Brad Underwood
12/7/2020
NJ PreSales
OPEN
CO PreSales
OPEN
AV Design
Matt Hagler
5/18/2015
AV Design
Steve Gimbert
5/30/2016
AV Design
Alex Alvarez
4/9/2018
AV Design
Mike Sablatura
6/8/2020
AV Design
Jason Hess
5/05/2021
AV Design
Doug Jackson
7/20/2021
Inside Project Manager
Colin Entrekin
5/22/2015
N.LA/AR/OK PM
Jeremy Gregory
11/7/2016
TN PM
James Spurill
8/3/2020
AL/TN PM
Chris Boyett
7/30/2018
S LA/MS PM
Anthony Adams
1/29/2018
FL PM
Scott Patton
11/27/2017
GA PM
Beau Brown
2/12/2018
TX PM
Justin Jones
12/3/2018
NY/NJ/PA PM
Richard Okolsky
3/16/2020
CA PM
Scott Callahan
10/5/2020
NC/SC PM
Aaron Malander
12/14/2020
CO PM
Martin Fitrzyk
4/23/2021
MS PM
Eric Stewart
5/24/2007
AV Manager
Stephen Ledet
1/2/2018
GA Lead Tech
Ryan Finn
5/1/2020
FL Lead Tech
Michael Losier
7/16/2018
MS Lead Tech
Jeremey Gunter
6/7/2018
LA Lead Tech
Josh Alley
1/29/2018
AL Lead Tech
Ernest Owens
7/17/2018
AL Lead Tech
Mance Bailey
6/07/2021
TX Lead Tech
Michael Sullivan
7/20/2020
FL Lead Tech
Ramesh Ramkumar
08/31/2020
GA Lead Tech
OPEN
TX Lead Tech
OPEN
AV Programming
Nicholas Bess
7/16/2018
AV Programming
OPEN
AV Control Systems Engineer
Jason Ryan
7/5/2021

Networking/Physical Security/Professional Development Organizational Chart



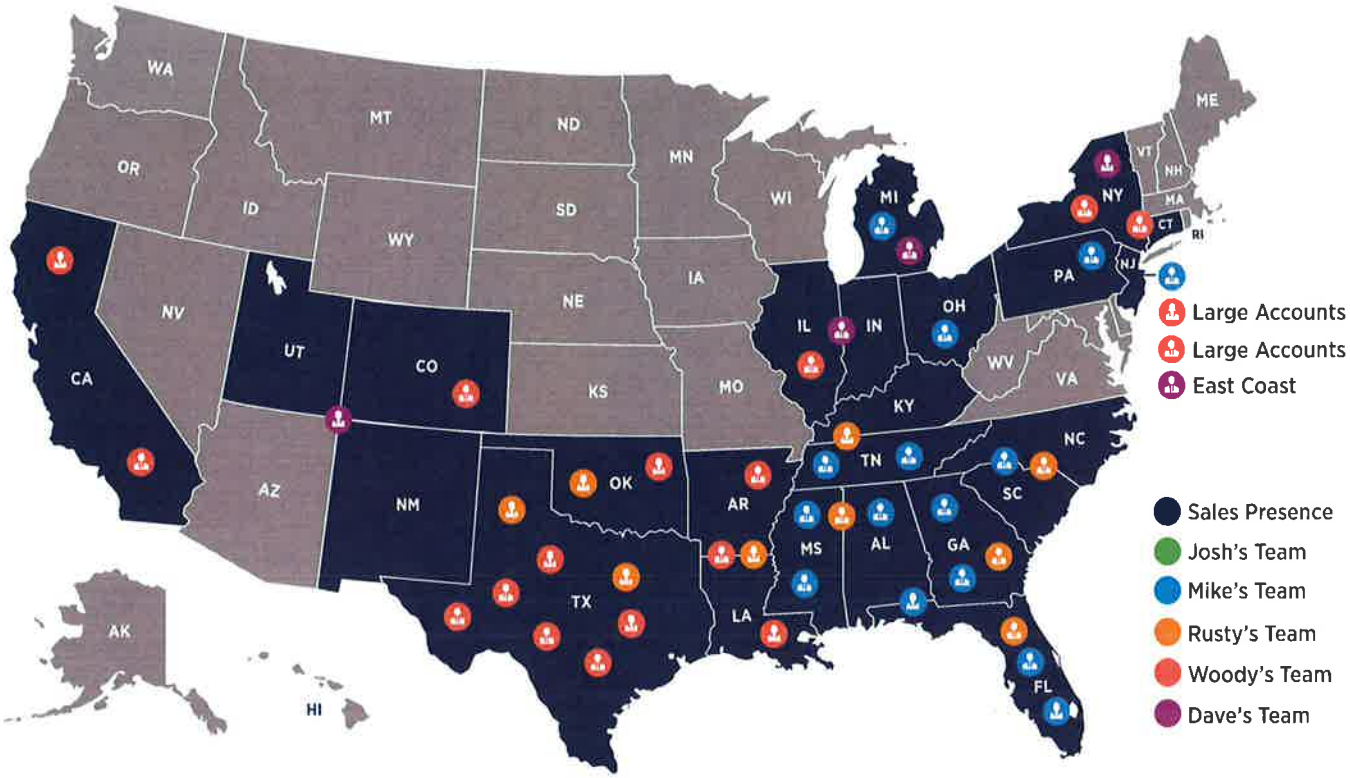
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P.O. Box 1590 • Laurel, MS 39441

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888.323.3151 technical support

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Territory Maps

EDU Managers + Specialists



David Perkins
Executive Vice President of Sales
Email: dperkins@howard.com
Office: (601) 399-5019
Cell: (601) 342-9926

Josh Jefcoat
Vice President of Sales
Email: jjefcoat@howard.com
Office: (601) 399-5019
Cell: (601) 399-5846

Autumn Temple
Executive Assistant
Email: atemple@howard.com
Office: (601) 399-5021

Tania Keyes
EDU Operations Manager
Email: tkeyes@howard.com
Office: (601) 399-5049

Rusty Thoms
Higher EDU Sales Director
Email: rusty.thoms@howard.com
Office: (601) 605-1114
Cell: (601) 573-6732

David Hoblick
Higher EDU Sales Director
Email: dhoblick@howard.com
Cell: (720) 597-0317

Chris Lyman
Higher EDU Inside Sales Manager
Email: clyman@howard.com
Office: (601) 399-5812
Cell: (601) 467-3591

Woody Rust
K12 EDU Sales Director
Email: woody.rust@howard.com
Cell: (318) 349-8349

Mike Mizer
K12 EDU Sales Director
Email: mmizer@howard.com
Cell: (931) 472-8740

Erin Miller
K12 EDU Inside Sales Manager
Email: elmiller@howard.com
Office: (601) 399-5720
Cell: (601) 270-1366

Shana Neely
Demand Generation Manager
Email: sneely@howard.com
Cell: (601) 577-0203

Colin McDaniel
Corporate Tradeshow Manager
Email: cmcdaniel@howard.com
Office: (601) 399-5713

Davis Brock
Pro. Development Specialist
Email: dbrock@howard.com
Cell: (601) 433-2442

Brandey Boyd
Contract Specialist
Email: bboyd@howard.com
Office: (601) 399-5657

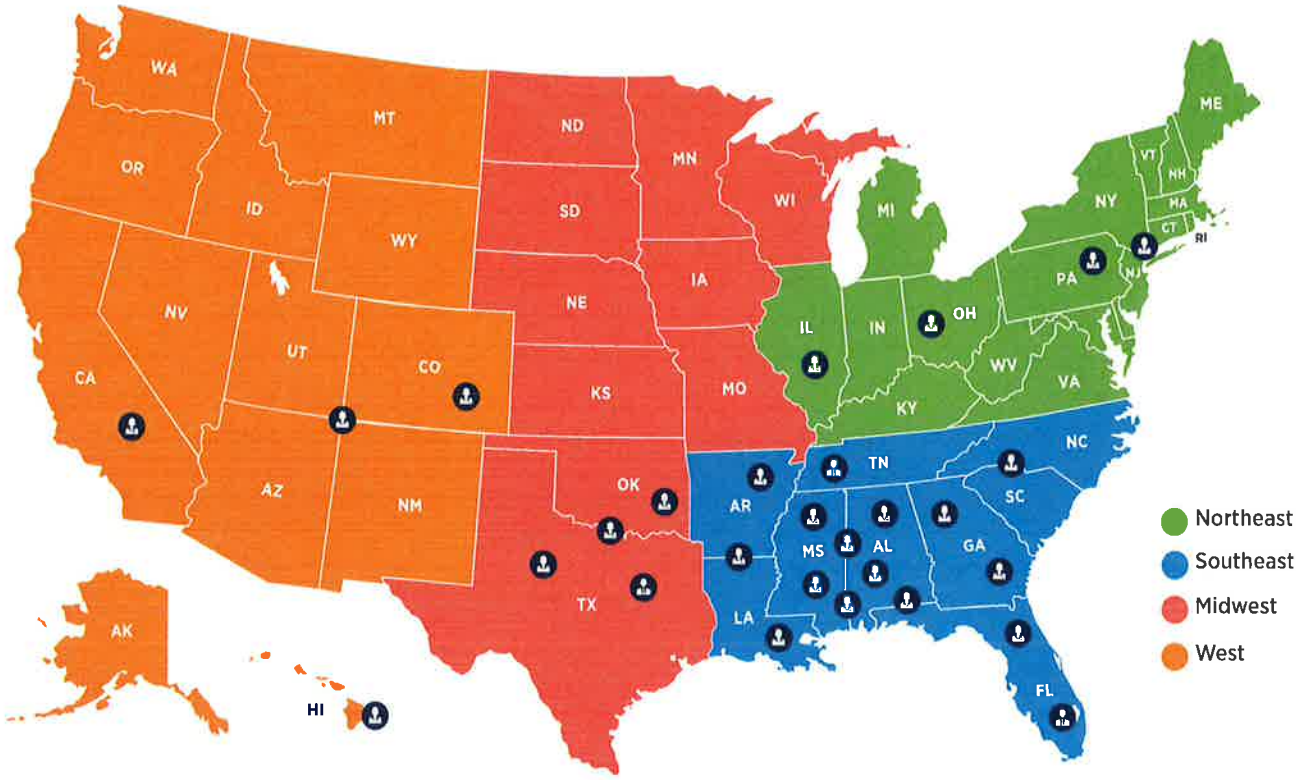
Darlene Parker
ERATE Program Specialist
Email: dparker@howard.com
Office: (601) 399-5044

Erik Holder
Corporate Marketing Manager
Email: eholder@howard.com
Office: (601) 399-5050

Karly McCoy
Marketing and PR Specialist
Email: tkm@howard.com
Cell: (601) 498-9404

Jessica Sherman
Graphic Design Specialist
Email: jsherman@howard.com
Office: (601) 399-5676

Inside Sales **Representatives**



HE | Colorado, New Mexico, Utah
Rep Name: Kaitlyn Hite
Email: khite@howard.com
Phone: (601) 399-5701

K12 | California, Hawaii, Private Schools SE, Texas
Rep Name: Karly Rogers
Email: kjones@howard.com
Phone: (601) 399-5085

HE | Oklahoma, Texas
Rep Name: Sadie Mozingo
Email: smozingo@howard.com
Phone: (601) 399-5027

K12 | Texas
Rep Name: Jonathan Dupree
Email: jdupree@howard.com
Phone: (601) 399-5045

K12 | Illinois
Rep Name: Maggie Matherne
Email: mmatherne@howard.com
Phone: (601) 399-5814

K12 | Colorado, Connecticut, New Jersey, New York, Oklahoma, Pennsylvania
Rep Name: Jennifer Howard
Email: jenniferhoward@howard.com
Phone: (601) 399-5637

HE/K12 | Arkansas, Louisiana
Rep Name: Amanda Pippen
Email: apippen@howard.com
Phone: (601) 399-5827

HE/K12 | Arkansas
Rep Name: Kristen Johnston
Email: kjohnston@howard.com
Phone: (601) 399-5631

HE/K12 | Louisiana (South)
Rep Name: Dena Lowery
Email: llowery@howard.com
Phone: (601) 399-5750

HE | Alabama (Troy University), Carolina (North, South)
Rep Name: Jordan Breed
Email: jbreed@howard.com
Phone: (601) 399-5614

HE | Alabama, Mississippi (2 Year)
Rep Name: Kelly Turner
Email: kelly.turner@howard.com
Phone: (601) 399-5047

HE | Alabama, Mississippi (4 Year Public + Private)
Rep Name: Jack Fairchilds
Email: jfairchilds@howard.com
Phone: (601) 399-5753

HE | Florida
Rep Name: Trey Upchurch
Email: tupchurch@howard.com
Phone: (601) 399-5694

HE | Georgia
Rep Name: Sarah Church
Email: schurch@howard.com
Phone: (601) 399-5693

K12 | Alabama
Rep Name: Darlene Jones
Email: dholifield@howard.com
Phone: (601) 399-5752

K12 | Alabama, Florida
Rep Name: Jennah Eddins
Email: jeddins@howard.com
Phone: (601) 399-5623

K12 | Florida
Rep Name: Kristen Hamm
Email: khamm@howard.com
Phone: (601) 399-5834

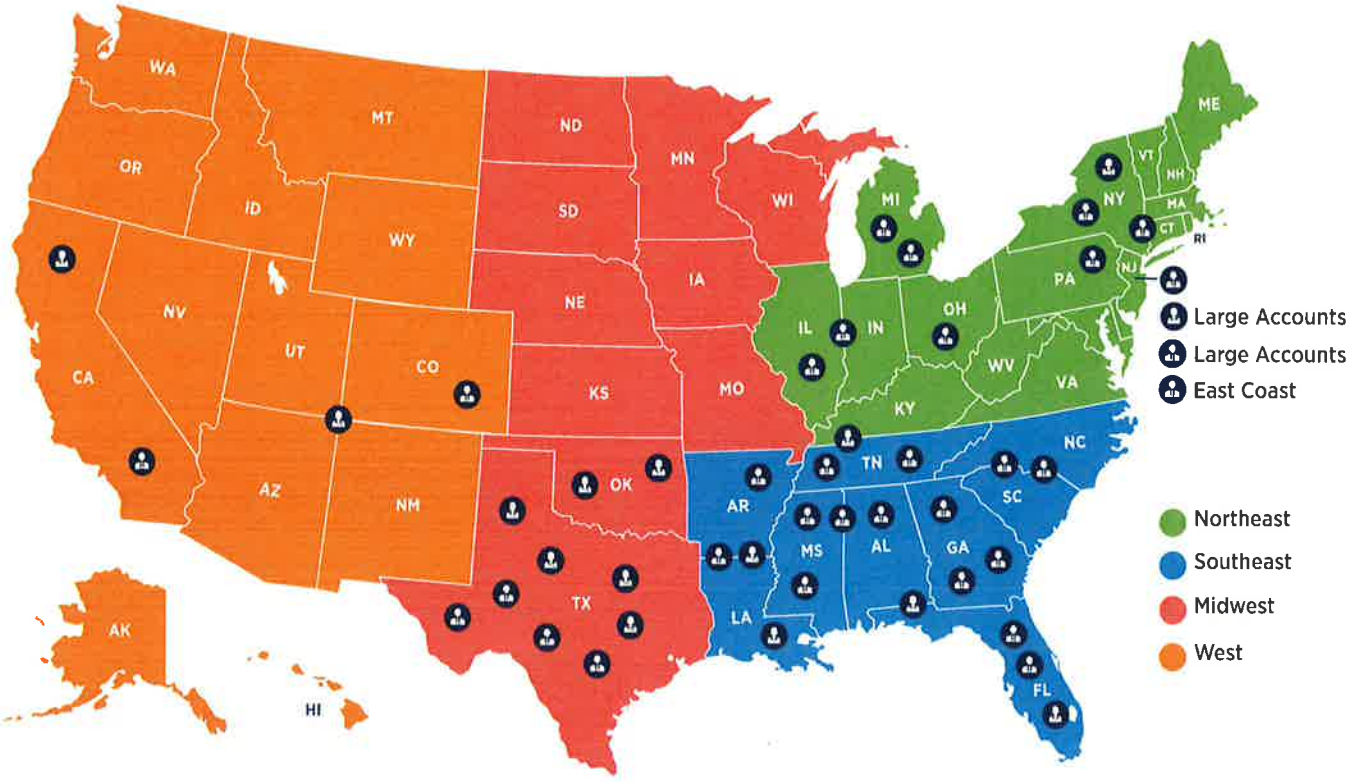
K12 | Georgia (East)
Rep Name: Jessica Rowland-Sullins
Email: jsullins@howard.com
Phone: (601) 399-5836

K12 | Mississippi (North)
Rep Name: Briana Douglas
Email: bdouglas@howard.com
Phone: (601) 399-5002

K12 | Mississipp, Ohio
Rep Name: Kari Thompson
Email: kthompson@howard.com
Phone: (601) 399-5067

K12 | Tennessee
Rep Name: Chris Hamm
Email: chamm@howard.com
Phone: (601) 399-5763

Outside Sales **Representatives**



HE | Colorado, New Mexico, Utah
Rep Name: Amber Atkins
Email: alatkins@howard.com
Phone: (303) 253-2142

K12 | California (North)
Rep Name: Jessica Heiser
Email: jheiser@howard.com
Phone: (916) 709-9085

K12 | California
Rep Name: Ryan Williams
Email: rewilliams@howard.com
Phone: (442) 362-4011

K12 | Colorado
Rep Name: Dylon Beamesderfer
Email: dbeamesderfer@howard.com
Phone: (720) 403-1690

HE | Oklahoma
Rep Name: Andrea Riley
Email: ariley@howard.com
Phone: (405) 234-6168

HE | Texas
Rep Name: Erica Brasseux
Email: ebrasseux@howard.com
Phone: (903) 495-3780

HE | Texas
Rep Name: Heather Sledge
Email: hsledge@howard.com
Phone: (832) 492-3063

K12 | Oklahoma
Rep Name: Angela Giddens
Email: agiddens@howard.com
Phone: (405) 482-0243

K12 | Texas
Rep Name: Emily Pirtle
Email: epirtle@howard.com
Phone: (903) 559-5168

K12 | Texas
Rep Name: Frank Murray
Email: fmurray@howard.com
Phone: (940) 280-6025

K12 | Texas
Rep Name: Kothe Zirges
Email: kzirges@howard.com
Phone: (512) 557-0472

K12 | Texas (Dallas)
Rep Name: Gary Siddons
Email: gsiddons@howard.com
Phone: (817) 403-1931

K12 | Texas (Houston)
Rep Name: Elizabeth Hegi
Email: ehegi@howard.com
Phone: (346) 241-6808

K12 | Texas (South)
Rep Name: Jaime Palacios
Email: jpalacios@howard.com
Phone: (210) 727-1197

HE/K12 | Large Accounts
Rep Name: Sydney Patterson
Email: spatterson@howard.com
Phone: (601) 577-1275

HE/K12 | Large Accounts
Rep Name: Cole Whitman
Email: cwhitman@howard.com
Phone: (601) 577-0354

HE | East Coast
Rep Name: Owen Mullin
Email: omullin@howard.com
Phone: (856) 261-4736

HE | Illinois, Indiana
Rep Name: Cameron Shapiro
Email: cshapiro@howard.com
Phone: (224) 454-4528

HE | Michigan
Rep Name: Alejandro Ibanez-Rangel
Email: aibanez-rangel@howard.com
Phone: (216) 287-2636

HE | New York
Rep Name: Maggie Rogers
Email: mrogers@howard.com
Phone: (845) 776-9912

HE | Pennsylvania
Rep Name: Nico Satryan
Email: nsatryan@howard.com
Phone: (412) 509-8384

K12 | Illinois
Rep Name: Joe Leppert
Email: jleppert@howard.com
Phone: (312) 448-1314

K12 | Michigan
Rep Name: Hunter Lastacy
Email: hlastacy@howard.com
Phone: (313) 569-8693

K12 | New Jersey
Rep Name: Ryan Vena
Email: rvena@howard.com
Phone: (856) 430-5425

K12 | New York
Rep Name: Marc Rufa
Email: mrufa@howard.com
Phone: (516) 560-3288

K12 | New York
Rep Name: Steven Gonzalez
Email: sgonzalez@howard.com
Phone: (845) 418-9900

K12 | Ohio
Rep Name: Michael Stefanini
Email: mstefanini@howard.com
Phone: (330) 715-0043

K12 | Pennsylvania
Rep Name: Neal Newark
Email: nnewark@howard.com
Phone: (000) 000-0000

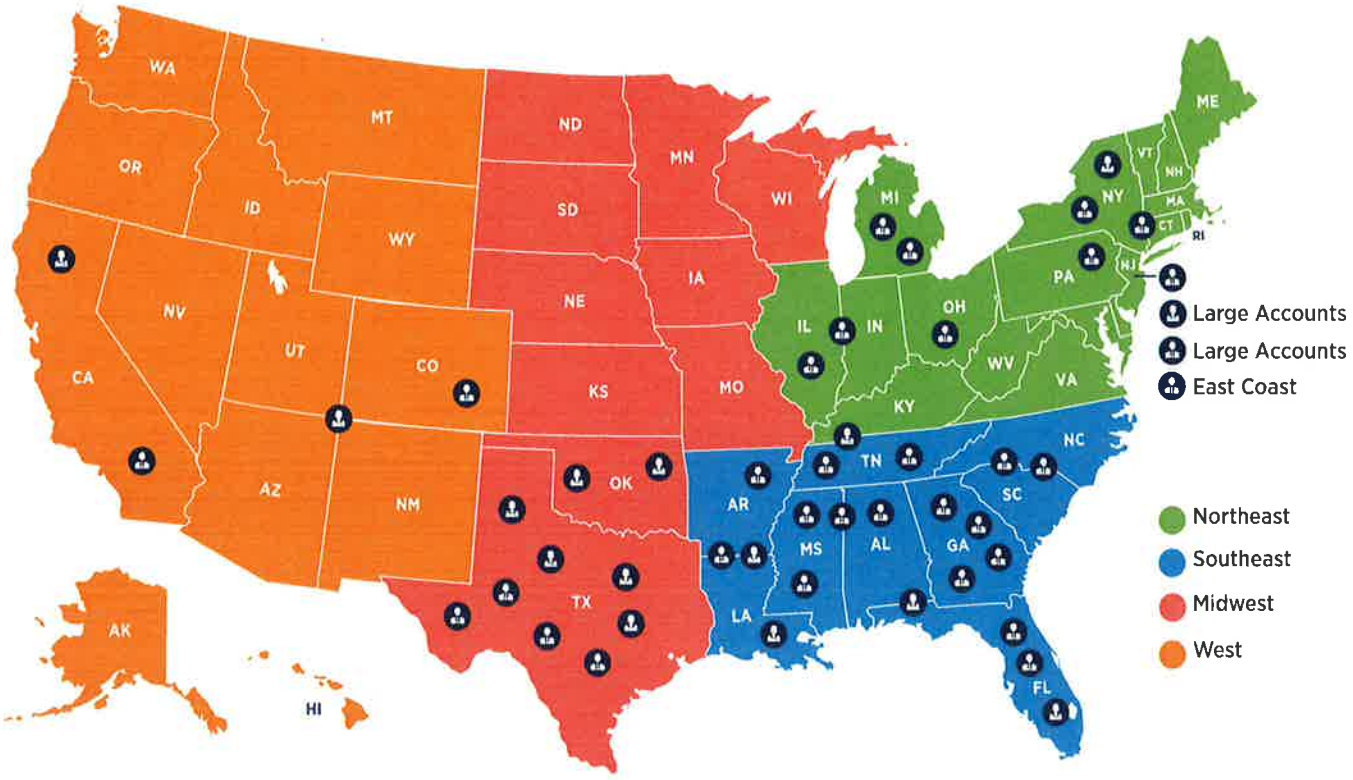
HE/K12 | Arkansas
Rep Name: Shane Knight
Email: sknight@howard.com
Phone: (501) 517-7007

HE/K12 | Louisiana (South)
Rep Name: Ashley Garrison
Email: agarrison@howard.com
Phone: (504) 232-7865

HE | Alabama, Mississippi
Rep Name: Bennett Witcher
Email: bwitcher@howard.com
Phone: (601) 577-1069

HE | Arkansas, Louisiana
Rep Name: Marty Johnson
Email: mjohnson@howard.com
Phone: (225) 316-4223

Outside Sales **Representatives**



HE | Florida
Rep Name: Chris Marker
Email: cmarker@howard.com
Phone: (813) 624-1413

HE | Georgia
Rep Name: Josh Pursell
Email: jpursell@howard.com
Phone: (678) 873-6650

HE | Kentucky, Tennessee
Rep Name: Angel Kerns
Email: akerns@howard.com
Phone: (615) 571-5480

HE | N. Carolina, S. Carolina
Rep Name: Tyler Davis
Email: thdavis@howard.com
Phone: (843) 637-9776

K12 | Alabama (North)
Rep Name: Nathan White
Email: nwhite@howard.com
Phone: (334) 560-4274

K12 | Alabama (S), Florida (N)
Rep Name: Tanner Stewart
Email: tstewart@howard.com
Phone: (334) 306-3292

K12 | Arkansas, Louisiana (North)
Rep Name: Joseph Brunson
Email: jbrunson@howard.com
Phone: (318) 265-9704

K12 | Florida (Central/North)
Rep Name: Jesse Stephens
Email: jstephens@howard.com
Phone: (321) 594-1071

K12 | Florida (Central)
Rep Name: Yetzabelly Bones
Email: ybones@howard.com
Phone: (321) 210-9206

K12 | Georgia
Rep Name: Michael Edwards
Email: medwards@howard.com
Phone: (770) 490-3896

K12 | Georgia (East)
Rep Name: Steve Mott
Email: smott@howard.com
Phone: (470) 774-9589

K12 | Georgia (West)
Rep Name: Andy Musick
Email: amusick@howard.com
Phone: (770) 328-8692

K12 | Mississippi (North)
Rep Name: Caleb Yates
Email: cyates@howard.com
Phone: (662) 316-9123

K12 | Mississippi (South)
Rep Name: Eddie Bledsoe
Email: ebledsoe@howard.com
Phone: (228) 304-2301

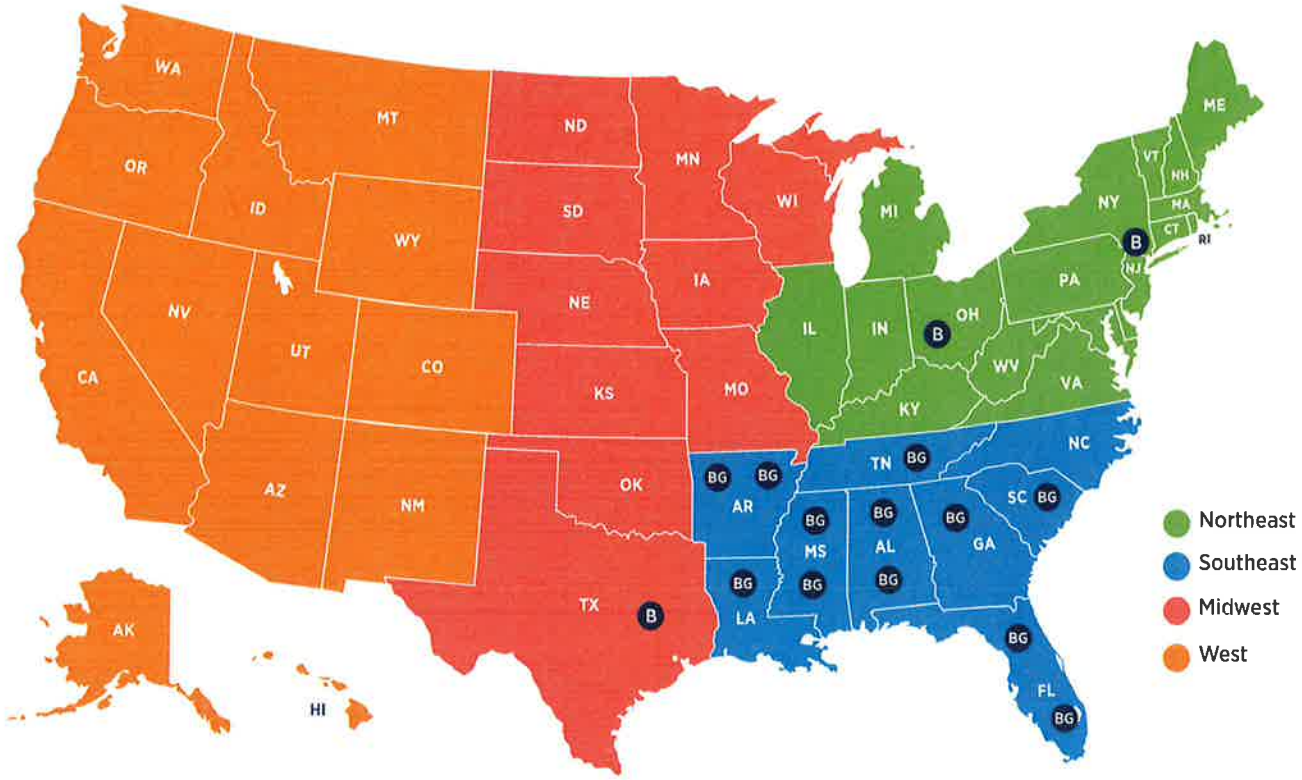
K12 | N. Carolina (East), S. Carolina
Outside Rep: JD Detwiler
Email: jdetwiler@howard.com
Phone: (704) 572-2217

K12 | N. Carolina (West), S. Carolina
Outside Rep: Scott Galloway
Email: sgalloway@howard.com
Phone: (864) 641-8247

K12 | Tennessee (East)
Rep Name: Kary Parchman
Email: kparchman@howard.com
Phone: (731) 487-7615

K12 | Tennessee (East)
Rep Name: Mike Scherer
Email: mscherer@howard.com
Phone: (865) 507-6507

Inside Sales **Representatives**



BIZ/GOV | Operations Manager
Jennifer Dreager
Email: jdreagar@howard.com
Office: (601) 399-5638

BIZ | New Jersey, New York
Rep Name: Taylor McKissack
Email: tmckissack@howard.com
Phone: (601) 399-5706

BIZ | Ohio, Texas
Rep Name: Fakayla Terrell
Email: fterrell@howard.com
Phone: (601) 399-5702

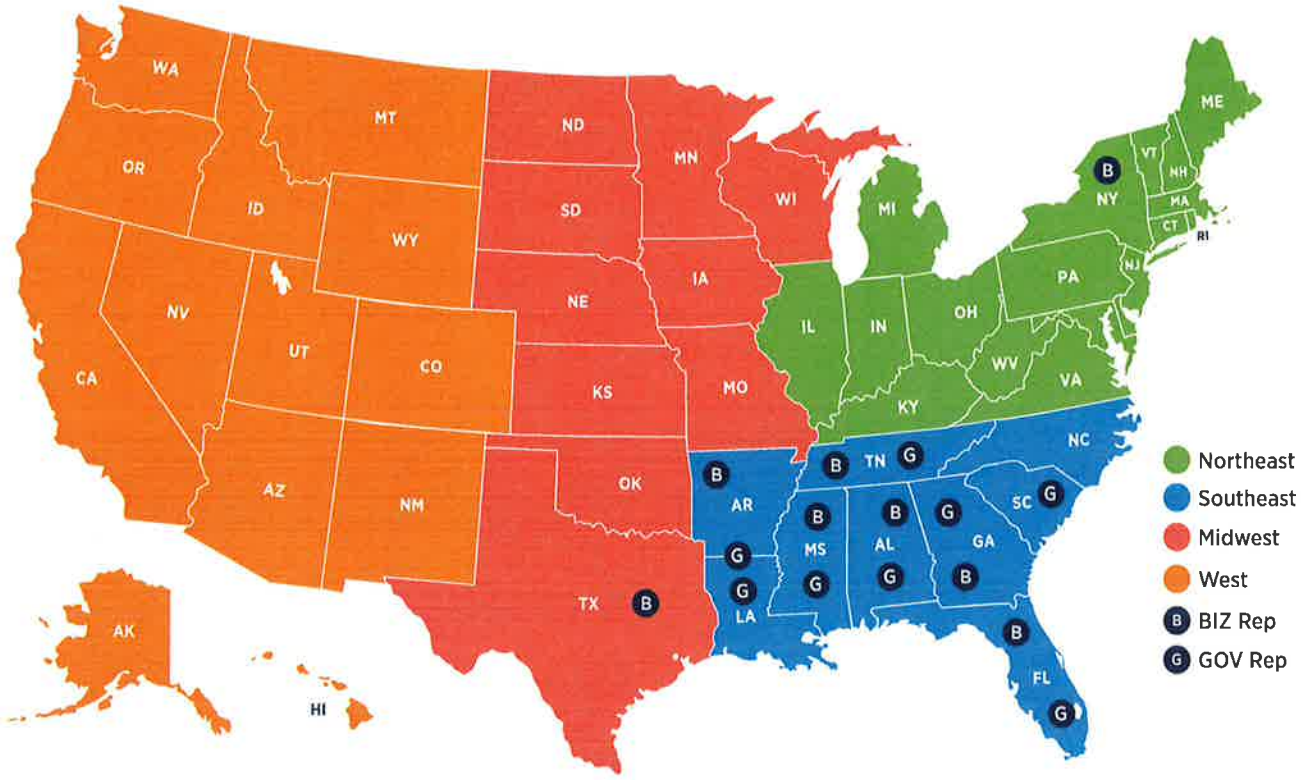
BIZ/GOV | Alabama, Arkansas, Florida, Louisiana, Mississippi
Rep Name: Kayla Sherman
Email: ksherman@howard.com
Phone: (601) 399-5039

BIZ/GOV | Alabama, Mississippi, South Carolina
Rep Name: Jeffrey Blue
Email: jblue@howard.com
Phone: (601) 399-5810

BIZ/GOV | Arkansas, Tennessee
Rep Name: Sharissa McDonald
Email: sreeves@howard.com
Phone: (601) 399-5778

BIZ/GOV | Florida, Georgia
Rep Name: Kei Shaun Harris
Email: kharris@howard.com
Phone: (601) 399-5730

Outside Sales **Representatives**



BIZ | Arkansas
Rep Name: Mark Henderson
Email: mhenderson@howard.com
Phone: (501) 428-5628

BIZ | Florida (North)
Rep Name: Kelcy Ward
Email: kward@howard.com
Phone: (352) 581-3434

BIZ | Mississippi
Rep Name: Kayla Jordan
Email: kjordan@howard.com
Phone: (601) 470-1113

BIZ | New York
Rep Name: Taylor Galano
Email: tgalano@howard.com
Phone: (914) 446-1270

BIZ | Tennessee
Rep Name: Michael Davis
Email: mjdavis@howard.com
Phone: (629) 867-7711

BIZ | Texas
Rep Name: Sonda Frament
Email: sframent@howard.com
Phone: (832) 776-8473

GOV | Alabama
Rep Name: Casey Smeraglia
Email: csmeraglia@howard.com
Phone: (205) 581-6063

GOV | Arkansas
Rep Name: Holly Fleenor
Email: hfleenor@howard.com
Phone: (479) 212-9602

GOV | Florida
Rep Name: Logan Cox
Email: lcox@howard.com
Phone: (850) 274-3296

GOV | Georgia
Rep Name: Jonathan Gadd
Email: jgadd@howard.com
Phone: (678) 591-0696

GOV | Louisiana
Rep Name: Blake Amrhein
Email: bamrhein@howard.com
Phone: (225) 315-3846

GOV | Mississippi
Rep Name: Dylan Miles
Email: dmiles@howard.com
Phone: (601) 580-4476

GOV | Tennessee
Rep Name: Daniel Girtman
Email: dgirtman@howard.com
Phone: (615) 339-6226

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Inside Sales **Representatives**



Vice President of Medical Sales
Brian Swistak
Email: bswistak@howard-medical.com
Office: (601) 399-5625
Cell: (601) 580-0406

Inside Sales Manager
Amanda Sims
Email: asims@howard-medical.com
Phone: (601) 399-5052

Strategic Alliance Manager
Wes Craddock
Email:
wcraddock@howard-medical.com
Phone: (601) 577-1216

Strategic Alliance Manager
Scott Hilton
Email: shilton@howard-medical.com
Office: (601) 399-5114
Cell: (601) 580-4108

Executive Assistant
Stefanie Howard
Email:
stefanie.howard@howard-medical.com
Phone: (601) 399-5792

Medical Marketing Liason
Philip Hood
Email: phood@howard.com
Phone: (601) 399-5690

Medical Graphic Design Specialist
Dana Baker
Email: dbaker@howard.com
Phone: (601) 399-5801

Rep Name: Keaghan Peppers
Email: kpeppers@howard-medical.com
Phone: (601) 399-5838

- Northeast #1 (NY - Boroughs, Long Island) – Jim Reilly
- Northeast #3 (NY, VT, Canada) – David Bubar
- Ill/IND – Steve Oesch
- Chicago – OPEN
- Pacific North (WA, OR, ID, AK) – OPEN

**NE/IA/MO – OPEN –Covering for now

Rep Name: Amy Creighton
Email: acreighton@howard-medical.com
Phone: (601) 399-5626

- MS/AL – Anna Kate Howard
- PA/NJ – Neil Malobicky
- Southeast (GA, FL) – Bryce Herron
- Kentucky/Tennessee – Troy Caley
- IMS

**LA – Allyson Howard – Covering for now
**Mid-Atlantic South (NC, SC) – Amber Brown – Covering for now
**AR – OPEN – Covering for now

Rep Name: Michelle Strong
Email: mstrong@howard-medical.com
Phone: (601) 399-5797

- Mid-Atlantic Central (DE, WV, VA, MD, DC) – OPEN
- Pacific Central (N.CA, N.NV) – Stephen White
- Pacific South (AZ, NV) – Sam Stanford
- MN/WI – Justin Paulson
- MT/ND/SD Northern Plains - OPEN

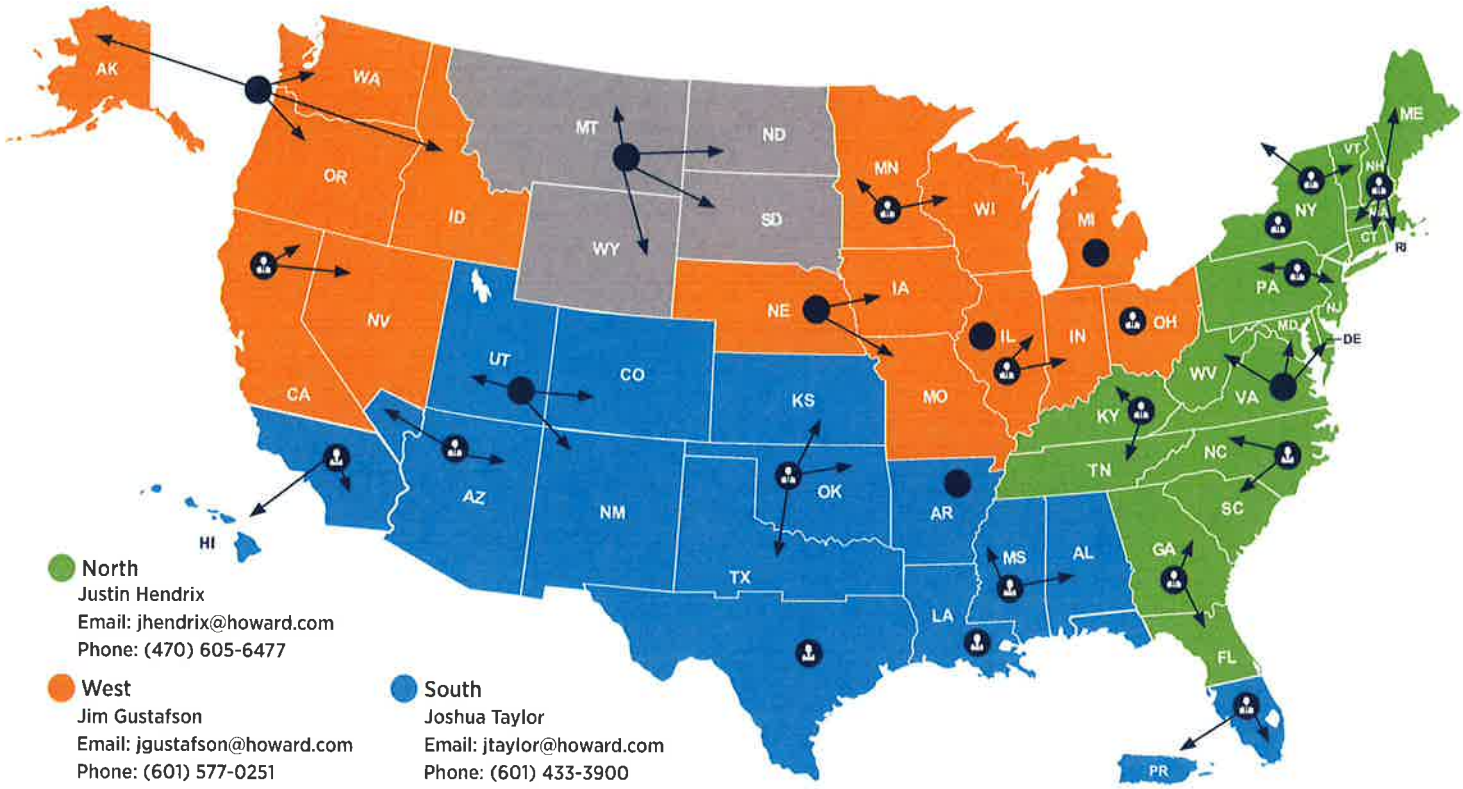
**Ohio – Ed Thompson – Covering for now

Rep Name: Calin Taylor
Email: ctaylor@howard-medical.com
Phone: (601) 399-5708

- TX- Kailey Cooper
- TX, OK, KS – Matt Gandy
- Northeast #2 (ME, NH, MA, RI, CT) – Paul Silk
- So Florida – Mark Ruotolo
- So Cal (CA, HI) – Kim Sehon
- CO/NM/UT Rockies - OPEN

**Michigan – OPEN – Covering for now

Outside Sales **Representatives**



North
Justin Hendrix
Email: jhendrix@howard.com
Phone: (470) 605-6477

West
Jim Gustafson
Email: jgustafson@howard.com
Phone: (601) 577-0251

South
Joshua Taylor
Email: jtaylor@howard.com
Phone: (601) 433-3900

Washington, Oregon, Idaho, & Alaska
Rep Name:
Email:
Phone:

Nebraska, Iowa, Missouri
Rep Name:
Email:
Phone:

Minnesota & Wisconsin
Rep Name: Justin Paulson
Email: jpaulson@howard.com
Phone: (612) 946-8431

Illinois & Indiana
Rep Name: Steven Oesch
Email: soesch@howard.com
Phone: (463) 272-0788

Chicago
Rep Name:
Email:
Phone:

North California & North Nevada
Rep Name: Stephen White
Email: swhite@howard.com
Phone: (209) 629-6135

Ohio
Rep Name: Edward Thompson
Email: ethompson@howard.com
Phone: (380) 203-4389

Michigan
Rep Name:
Email:
Phone:

Kentucky & Tennessee
Rep Name: Troy Caley
Email: tcaley@howard.com
Phone: (601) 470-2047

Pennsylvania & New Jersey
Rep Name: Neil Malobicky
Email: nmalobicky@howard.com
Phone: (412) 297-2808

West Virginia, Virginia, Maryland, DC & Deleware
Rep Name:
Email:
Phone:

South Carolina & North Carolina
Rep Name: Amber Brown
Email: abrown@howard.com
Phone: (803) 429-3308

Maine, New Hampshire, Massachusetts, Rhode Island, & Connecticut
Rep Name: Paul Silk
Email: psilk@howard.com
Phone: (339) 364-7414

New York, Vermont, Quebec City, Montreal, Ottawa, Toronto, & London
Rep Name: David Bubar
Email: dbubar@howard.com
Phone: (585) 735-6858

New York (Boroughs), Long Island
Rep Name: Jim Reilly
Email: jreilly@howard.com
Phone: (516) 427-8179

Georgia & Florida
Rep Name: Bryce Herron
Email: bherron@howard.com
Phone: (470) 539-2567

Arizona, South Nevada
Rep Name: Sam Stanford
Email: sstanford@howard.com
Phone: (520) 307-1444

Arkansas
Rep Name:
Email:
Phone:

Mississippi, Alabama, & Florida
Rep Name: Anna Kate Howard
Email: akhoward@howard.com
Phone: (601) 319-9914

Louisiana
Rep Name: Allyson Howard
Email: ahoward@howard.com
Phone: (337) 595-3124

Texas
Rep Name: Kailey Cooper
Email: kcooper@howard.com
Phone: (601) 658-7435

Oklahoma, Kansas, & Texas
Rep Name: Matt Gandy
Email: mgandy@howard.com
Phone: (903) 424-4034

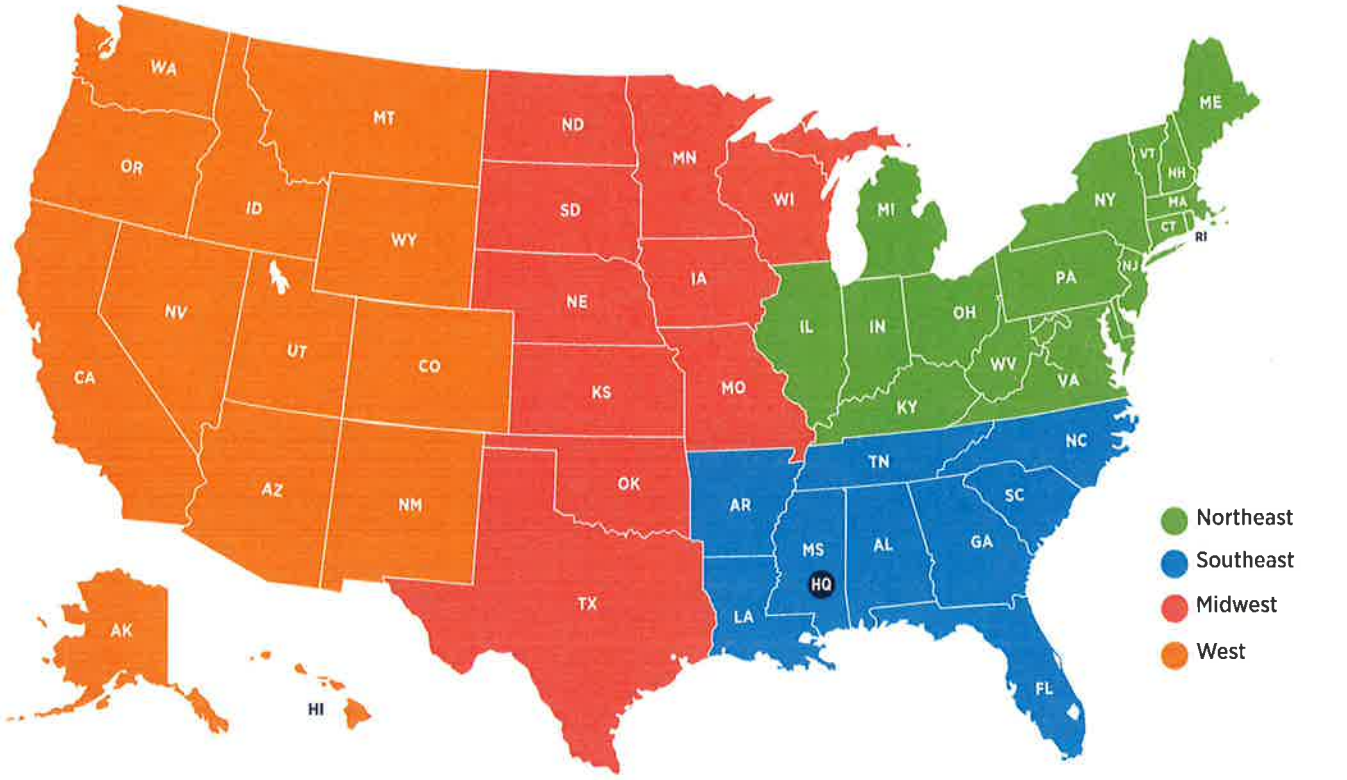
South Florida & Puerto Rico
Rep Name: Mark Ruotolo
Email: mruotolo@howard.com
Phone: (941) 504-4720

Utah, Colorado, & New Mexico
Rep Name:
Email:
Phone:

Southern California, Hawaii
Rep Name: Kim Sehon
Email: ksehon@howard.com
Phone: (949) 274-2109

Montana, North Dakota, South Dakota, & Wyoming
Rep Name:
Email:
Phone:

Inside Sales **Support Staff**



Support | Bids
Rep Name: Teena Johnson
Email: teenajohnson@howard.com
Phone: (601) 399-5058

Support | Operation Support, Project Support
Rep Name: Kim Nowell
Email: knowell@howard.com
Phone: (601) 399-5779

Support | Operation Support, Project Tracking
Rep Name: Erin McCullum
Email: emccullum@howard.com
Phone: (601) 399-5630

Support | Sales Support, RMAs
Rep Name: Lindsey Butler
Email: lbutler@howard.com
Phone: (601) 399-5687

Support | Order Entry/Revisions
Rep Name: Andrea Keyes
Email: andreakeyes@howard.com
Phone: (601) 399-5754

Support | Order Entry/Revisions
Rep Name: Amber Husband
Email: ahusband@howard.com
Phone: (601) 399-5733

Support | Quote Tech, Sales Support
Rep Name: Kaylee Coker
Email: kcoker@howard.com
Phone: (601) 399-5833

Support | Quote Tech, Sales Support
Rep Name: Sharissa Reeves
Email: sreeves@howard.com
Phone: (601) 399-5778

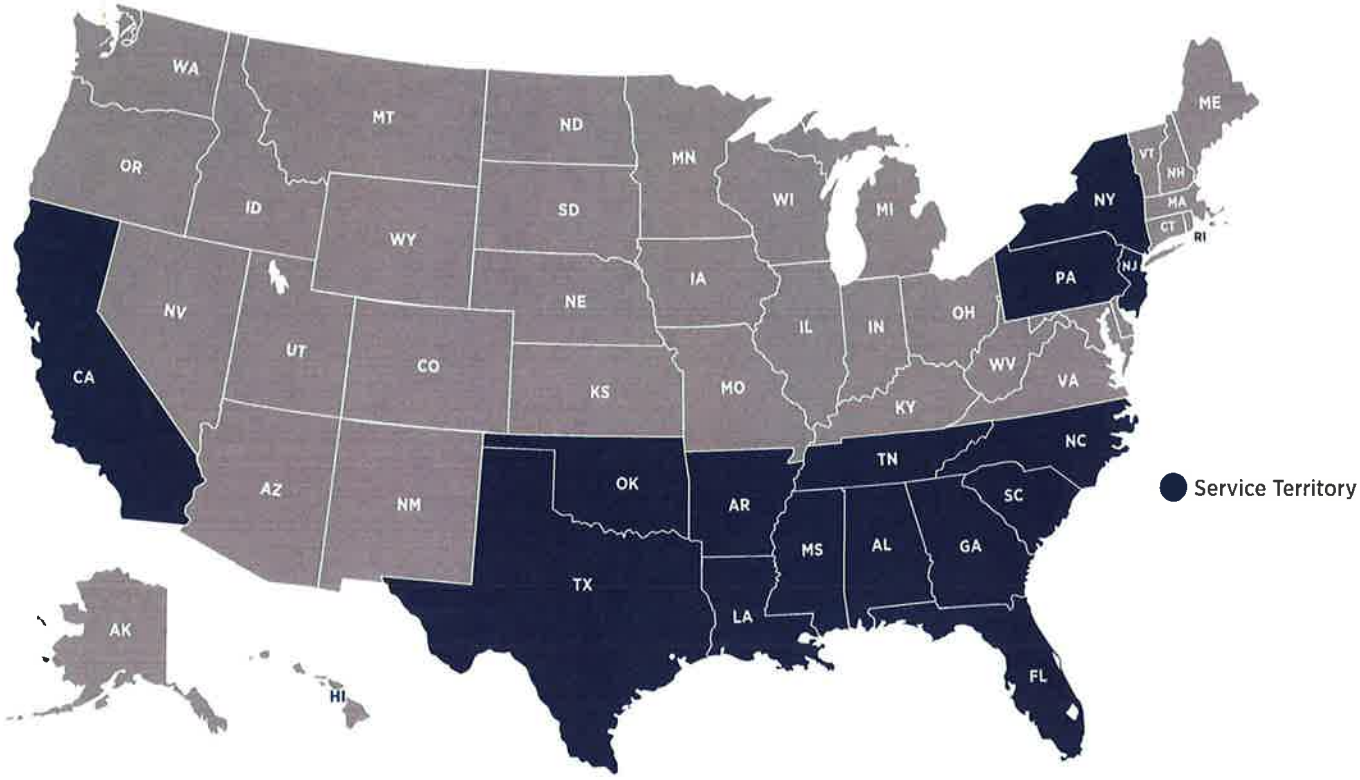
Support | Quote Tech, Sales Support
Rep Name: Tabitha Davis
Email: tdavis@howard.com
Phone: (601) 399-5722

Support | Quote Tech, Sales Support
Rep Name: Maria McGee
Email: mmcgee@howard.com
Phone: (601) 399-5702

Support | Quotes, Bids, Support
Rep Name: Migonna Plummer Payton
Email: mplummer@howard.com
Phone: (601) 399-5111

Support | Quote Tech, Sales Support
Rep Name: Lauren Ellis
Email: lellis@howard.com
Phone: (601) 399-5796

AV/Network **Installation Team**



Physical Security Manager
Name: Ted Beck
Email: tbeck@howard.com
Phone: (931) 286-8217

AV PreSales Manager
Name: Matt Dyson
Email: mdyson@howard.com
Cell: (601) 470-1777

Network Manager
Name: Mike Jennings
Email: mike.jennings@howard.com
Cell: (228) 223-3542

AV Operations Manager
Name: Anthony Adams Jr.
Email: aadams@howard.com
Cell: (504) 494-3804

Pro Services Manager
Name: Sedrick Portis
Email: sportis@howard.com
Cell: (601) 577-8252

AV Operations Manager
Name: Anthony Adams Jr
Email: aadams@howard.com
Phone: (504) 494-3804

Project Manager (Inside)
Name: Colin Entrekin
Email: centrekin@howard.com
Phone: (601) 433-9129

Project Manager (FL, LA, MS)
Name: Kip McCollim
Email: kmccollim@howard.com
Phone: (504) 235-6720

Project Manager (FL)
Name: Scott Patton
Email: spatton@howard.com
Phone: (352) 433-3618

Project Manager (GA)
Name: Beau Brown
Email: bbrown@howard.com
Phone: (470) 925-9628

Project Manager (TX)
Name: Justin Jones
Email: jjones@howard.com
Phone: (210) 419-0133

Project Manager (AR, LA, OK, TN)
Name: Jeremy Gregory
Email: jgregory@howard.com
Phone: (479) 857-4951

Project Manager (NJ, NY, PA)
Name: Rich Okolsky
Email: rokolsky@howard.com
Phone: (732) 841-1117

Project Manager (TN)
Name: James Spurill
Email: jspurill@howard.com
Phone: (423) 681-0548

Project Manager (CA)
Name: Scott Callahan
Email: scallahan@howard.com
Phone: (310) 963-3140

Project Manager (NC, SC)
Name: Aaron Malander
Email: amalander@howard.com
Phone: (704) 985-4967

Project Manager (AL, TN)
Name: Larry Wardlaw
Email: lwardlaw@howard.com
Phone: (000) 000-0000

Design Engineer
Name: Matt Hagler
Email: mhagler@howard.com
Phone: (706) 325-5603

Design Engineer
Name: Stephen Gimbert
Email: sgimbert@howard.com
Phone: (601) 577-1333

Design Engineer
Name: Alex Alvarez
Email: aalvarez@howard.com
Phone: (678) 436-7040

Design Engineer (TX)
Name: Mike Sablatura
Email: msablatura@howard.com
Phone: (281) 229-4675

Design Engineer
Name: Jason Hess
Email: jhess@howard.com
Phone: (916) 212-3349

Design Engineer
Name: Douglas Jackson
Email: djackson@howard.com
Phone: (601) 470-5811

Design Engineer
Name: Matt Acosta
Email: macosta@howard.com
Phone: (000) 000-0000

Design Engineer
Name: David Parham
Email: dparham@howard.com
Phone: (000) 000-0000

Lead Tech (TX)
Name: Chris Ratcliff
Email: cratcliff@howard.com
Phone: (000) 000-0000

Lead Tech (AL)
Name: Mance Bailey
Email: mbailey@howard.com
Phone: (334) 391-8686

Lead Tech (FL)
Name: Michael Losier
Email: mlosier@howard.com
Phone: (407) 280- 5081

Lead Tech (LA, MS)
Name: Jeremy Gunter
Email: jgunter@howard.com
Phone: (601) 470-1302

Lead Tech (AL, GA)
Name: Ryan Finn
Email: rfinn@howard.com
Phone: (470) 707-2518

Lead Tech (FL)
Name: Ramesh Ramkumar
Email: rramkumar@howard.com
Phone: (601) 577-6109

Lead Tech (AL, GA)
Name: Henry Batiste
Email: hbatiste@howard.com
Phone: (404) 227-2466

AV/Network **Installation Team**

Lead Tech (CO)
Name: Isaac Tovar
Email: itovar@howard.com
Phone: (956) 357-4412

Lead Tech (AL, TN)
Name: Bennett Rodgers
Email: brodgers@howard.com
Phone: (000) 000-0000

Lead Tech (AL, TN)
Name: Ryan Wardlaw
Email: rwardlaw@howard.com
Phone: (000) 000-0000

Lead Tech (TX)
Name: Enrique Pacheo
Email: epacheo@howard.com
Phone: (956) 243-6190

Control Systems Programmer
Name: Nicholas Bess
Email: nbess@howard.com
Phone: (601) 580-0895

Control Systems Programmer
Name: Jason Ryan
Email: jryan@howard.com
Phone: (480) 262-6695

PreSales (AL, GA, TN)
Name: Wade Johnston
Email: wjohnston@howard.com
Phone: (706) 474-2790

PreSales (FL)
Name: Bear Stopnicky
Email: bstropnicky@howard.com
Phone: (352) 514-1877

PreSales (OK)
Name: Brandon Wilkinson
Email: bwilkinson@howard.com
Phone: (405) 229-0660

PreSales (AR)
Name: Chris Gimbert
Email: cgimbert@howard.com
Phone: (501) 314-1083

PreSales (CA)
Name: Bruce Warner
Email: bwarner@howard.com
Phone: (949) 343-3968

PreSales (AL)(LA)(MS)
Name: Chris Ellington
Email: cellington@howard.com
Phone: (601)658-8447

PreSales (NC)(SC)
Name: Doug Barr
Email: dbarr@howard.com
Phone: (803) 325-4764

PreSales (TX)
Name: Owen Cook
Email: ocook@howard.com
Phone: (830) 463-1953

Networking
Name: Floyd Ray Hughes
Email: rhughes@howard.com
Phone: (228) 224-2596

Networking
Name: Brandon Wheeler
Email: brwheeler@howard.com
Phone: (479) 651-6384

Networking
Name: Jaron Johnson
Email: jjohnson@howard.com
Phone: (337) 281-6117

Networking
Name: Kevin Edmonds
Email: kedmonds@howard.com
Phone: (337) 359-7027

Networking
Name: David Cantrell
Email: dcantrell@howard.com
Phone: (864) 764-8416

Networking
Name: Otis Mathis
Email: omathis@howard.com
Phone: (470) 235-8134

Physical Security
Name: Marvin White
Email: mwhite@howard.com
Phone: (334) 352-5023

Physical Security
Name: Ricky Pichoff
Email: rpichoff@howard.com
Phone: (985) 502-4372

Physical Security
Name: Eric Roessler
Email: eroessler@howard.com
Phone: (321) 376-3657

Medical Operations Manager
Name: Jennifer McLelland
Email: jmclelland@howard.com
Phone: (601) 399-5038

Field Service Tech
Name: Jason Venable
Email: jvenable@howard-medical.com
Phone: (601) 577-1268

Field Service Tech
Name: Justin Buckalew
Email: jbuckalew@howard-medical.com
Phone: (601) 577-0823

Field Service Tech
Name: Desmond Latham
Email: dlatham@howard-medical.com
Phone: (251) 234-2395

Technical Sales Specialist
Name: Brian Toche
Email: btoche@howard-medical.com
Phone: (601) 577-0039

Technical Sales Specialist
Name: Eric Haynes
Email: ehaynes@howard-medical.com
Phone: (817) 938-4413

Technical Sales Specialist
Name: Michael Baker
Email: mbaker@howard-medical.com
Phone: (601) 323-6303

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Certificate of Insurance

HOWAR-2 OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2022

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

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

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Bldg B Lafayette, LA 70508 Judi Louviere 337-704-0616	CONTACT NAME: Marie Angelle PHONE (A/C, No, Ext): 337-704-0616 FAX (A/C, No): 337-704-0417 E-MAIL ADDRESS: mangelle@howardrisk.com
INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel, MS 39441	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Harleysville Ins\Aspen Special — 10674 INSURER B : Great American Assurance Co. — 26344 INSURER C : Westchester\Axis\Colony Ins. — 10172 INSURER D : Great American Alliance Ins Co — 26832 INSURER E : AIG Specialty Ins. Co./Markel — 26883 INSURER F : Colony Insurance Company — 39993

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Products Liab X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:	X	X	SEE NOTEPAD	08/30/2022	08/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY DEDUCTIBLE $1K/$1K	X	X	CAP4055262-01	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	X	VARIOUS (SEE NOTEPAD)	08/30/2022	08/30/2023	EACH OCCURRENCE AGGREGATE	$ 30,000,000 $ 30,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCE744721-01	07/31/2022	07/31/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Cyber/Tech E&O			014719352/MKLV4XEO000047	07/31/2022	07/31/2023	Each Occ	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL, Auto & Umbrella policies incld Blkt Add'l Insd & WOS. GL policy incld Add'l Insrd Vendors Coverage & Primary Ins Endt. WC incld Blkt WOS. Policies incld 30 DNOC. All where required by written contract.(SEE ATTACHED NOTEPAD)

CERTIFICATE HOLDER

NCPA001

NCPA
PO BOX 701273
Houston, TX 77270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judi G. Louviere

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- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.

    Howard Technology Solutions is located at 36 Howard Drive, Ellisville, MS. This headquarters location is used to service all fifty states and the District of Columbia.

  - List the names of key contacts at each with title, address, phone and e-mail address.

    Please see attached organization charts from previous page for key contact information.

- Define your standard terms of payment.

  Howard Technology Solutions' standard payment terms is net 30 from date of invoice.

- Who is your competition in the marketplace?

  Howard Technology Solutions' key competitors include CDWG, Tiger Direct, GovConnect, etc.

- What differentiates your company from competitors?

  Howard Technology Solutions is a complete solutions provider. What sets us apart is our ability to gain a seat at the table to become a trusted consultant who readily shares knowledge, insight, and will answer questions without any expectations, rather than simply being a sales company. Our associates look to assist customers in finding information needed to make an informed decision on the products and

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P.O. Box 1590 • Laurel, MS 39441

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888.323.3151 technical support

services they require. HTS desires to assist our customers in structuring a plan around product needed and a solid solution rather than just waiting a sale or purchase order. We endeavor to become our customers' trusted source of knowledge without any pressure to purchase.

- Describe how your company will market this contract if awarded.

  Please see our Howard Technology Solutions NCPA Marketing Plan.

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P.O. Box 1590 • Laurel, MS 39441

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888.323.3151 technical support

Howard Technology Solutions

NCPA Marketing Plan

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P.O. Box 1590 • Laurel, MS 39441

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888.323.3151 technical support

Howard Technology Solutions proposes the following marketing plan as required by this RFP. As with all products and services offered by Howard, the marketing plan can be customized to each NCPA member's specific needs. The marketing department at Howard has the flexibility to adapt and modify plans to meet all customer requirements.

HTS focuses on the customer and their organization needs first. Howard understands the establishment of a positive customer relationship is a beneficial part of adequately serving the customer. Through the growth of this relationship, Howard will be more knowledgeable of the customer's needs and will be able to customize the marketing plan further, thus ensuring the customer's specific needs are met.

As with any marketing campaign, Howard will begin with the press release to announce the partnership between NCPA and Howard Technology Solutions. The press release will be sent to all NCPA members as well as local, regional, and statewide publications. Press releases are drafted by Howard's on-staff copywriter and submitted to a third-party press release company who distributes them through various channels. The press release is also shared on Howard's social media pages to further distribute the partnership. Howard will follow the press release with other modes of marketing such as direct face-to-face contacts, direct mailings, email blasts, and tradeshow participation. Below you will find further explanation of each type of marketing effort.

A. **Face-to-Face**

Howard Technology Solutions understands that no two customers are alike. This is why multiple methods of direct marketing must be used. While Howard will use traditional methods of direct marketing along with today's current trends in electronic commerce, the preferred method used by Howard will be Face-to-Face contact with NCPA members.

Howard Technology Solutions is convinced that the best way to serve our customers is to get to know them by developing genuine personal relationships through face-to-face communications. Howards' Field Sales

Representatives take great pride in establishing true working relationships, visiting customers, and discussing needs in person. Through this firsthand collaboration, Howard is able to obtain a greater understanding of our customer's needs and ultimately provide services at the highest levels possible.

Howard Technology Solutions' Sales Representatives will make contact with NCPA members at the earliest onset of contract approval. Each Howard

representative will be responsible for initial contacts and scheduling visits with NCPA members. Howard maintains a call report so that any follow up actions can be documented and handled in a timely manner. Each Howard Field Representative has an assigned inside sales representative that will assist them with any and all requests for information and quotations of systems. The inside sales representative will be the main channel of information for both the Field Representative and the NCPA member. The inside sales representative will be available at all times to generate new quotes or check the status of pending quotes and orders.

Howard Technology Solutions believes that the joint effort between Field Representatives and inside sales representatives are the most important part of the working relationship between NCPA members and Howard Technology Solutions. By establishing knowledgeable relationships, Howard can provide NCPA members with the highest level of service offered in the industry.

B. Direct Marketing

Email Campaigns - Howard's preferred method of direct marketing will be email campaigns. These campaigns allow Howard to offer NCPA members special pricing on systems and other technology products in a timely and cost-effective manner. All of these specials will be linked to the NCPA dedicated website. Howard will seek the approval of the NCPA Contract Administrator as needed before sending any communication to NCPA customers.

Website Campaigns - All NCPA members will have access to the dedicated NCPA website. This website is a full-feature site with secure log-in, order and quote status tracking, account history, product/promotional update banners, and customer specific specials. Howard will make all available promotions accessible via the NCPA website for customers to view. Howard will seek the approval of the NCPA Contract Administrator before making any changes to the NCPA website.

Direct Mail (print) - Howard Technology Solutions understands that customers are frequently bombarded with printed direct mail campaigns. For this reason and because Howard strives to be environmentally friendly, Howard will reserve printed direct mail campaigns for prospective customers who request hard copies on topics of interest. Occasionally these campaigns will be in conjunction with vendors such as Intel or Microsoft and will often include a new product offering.

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P.O. Box 1590 • Laurel, MS 39441

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C. Physical and Virtual Tradeshows

Howard Technology Solutions will provide NCPA members the unique opportunity to attend virtual tradeshows. These online environments help to eliminate the growing cost of travel while lowering both tangible and intangible expenses associated with traditional tradeshow attendance. Howard hopes to better serve the NCPA members by offering the same high-quality exhibit information in a three-dimensional format that includes customized virtual booths, product demonstrations, literature downloads, and interactive chat.

Howard Technology Solutions uses three channels for tradeshow and event selection.

Customer Referral - Howard Technology Solutions strives to participate in the shows and events that are important to our customers. Howard will listen and respond to customer requests regarding the types of events in which to participate in their area. The most important channel to Howard Technology Solutions has always and will continue to be customer referrals.

Internet Research - Howard Technology Solutions tradeshow and events personnel will use the Internet as a tool to locate and evaluate the multitude of tradeshows and events sponsored by organizations and committees sanctioned by NCPA members and their associated states.

Vender Programs - Howard Technology Solutions participates in many events in conjunction with some of its leading vendors including Intel, Microsoft, Lenovo, Panasonic, and many more. These shows are beneficial to both Howard and the NCPA organizations it serves providing new product demonstrations and training delivered by industry experts.

Howard Technology Solutions feels that one of its greatest strengths lies in its ability and willingness to handle a variety of types and sizes of tradeshows. The dedicated tradeshow department at Howard is currently responsible for the logistics and management of over one hundred shows annually. Each show/event is given the utmost attention ensuring the proper equipment and personnel are available to bring the most timely and relevant information to attending customers. Howard is deeply involved in each tradeshow and event that it attends and can assist event coordinators by obtaining keynote speakers, presenters, and sponsors for the event.

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- Describe how you intend to introduce NCPA to your company.

Our Howard Technology Solutions Bid Services Department is utilized to, among other things, educate our sales teams on the selling vehicles they have at their disposal. We incorporate one-on-ne trainings with new representatives as well as small group refreshers with our sales representatives and their managers to go over procedures, boundaries, territories, products, and pricing for each active contract which HTS holds. We have incorporated Smartsheet into our contract management which allows our sales representatives to have access to all contract information twenty-four-seven. Automated emails are sent to the sales representatives to announce new contract partnerships, including pertinent information such as pricing sheets and marketing materials, and other documentation as well as the web address where Howard customers may be directed for the most up-to-date contract information.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Howard Technology Solutions is fully capable of establishing a dedicated NCPA website that will always *be* available for immediate usage, barring any scheduled maintenance upgrades. Notice of such upgrades will be sent at least 24 hours in advance of the outage, and will only be performed during the early morning hours (i.e. 12AM to 2AM Central).

Howard Technology Solutions currently has a functioning NASPO (formerly WSCA) site available at https://www.howardcomputers.com/naspo/index.cfm in conjunction with our NASPO contract that can be viewed to see what our website design provides. Howard Technology Solutions offers a variety of value-add contract website capabilities including:

a. **A complete PSS, easily identifying the brand, spec, and price for all products.**
b. **Product specs, pricing and configuration aids for major product categories to obtain online quotes**
c. **Online ordering with multiple *ship to* capability**
d. **Printing and reprinting of invoices for online orders**
e. **Service options and agreements**
f. **Contact information for orders, service, problems, and billing issues**
g. **Sales representatives for participating entities**
h. **Purchase order tracking**
i. **Links to environmental certifications**
j. **Links to additional environmental programs**

The Howard Technology Solutions NCPA site will include all of our agreed upon product offering, an online configurator to configure said products, an online quote

generation utility to save quotes for later retrieval, and an online ordering system for immediate processing of all items. In addition, all contact information, service agreements, order tracking, and product specifications will be available on the website. We will provide the following sites to NCPA members:

1. Administration site:

This site will allow NCPA members to review dynamic and static reports, track Orders by Company, Order Number, PO Number, State; Review Quote to Order Ratios based on type of system, state, company and the ability to review tracking information on orders.

2. Purchasing site:

This site will allow for custom systems that are fully configurable, the ability to quote and order the system via credit card or purchase order, and track the status of the order once placed.

Electronic Processing

Howard Technology Solutions offers an online ordering system that allows purchases via credit card (Currently Visa, MasterCard, Discover, and American Express) and purchase order. If the method of payment is a purchase order, a copy of the purchase order must be received before the order is processed. We accept fax, email, and postal mail as methods of purchase order delivery.

In addition to our HTML based Online Ordering System, Howard Technology Solutions is pleased to offer an XML-based punch-out system based on the CBL standard. Our capabilities include: downloading product configurations, requesting quotes for a configuration, submission of an order by credit card and purchase order, and acknowledgements of all transactions. We currently offer this system to the State of Louisiana and would invite the opportunity to work with other agencies to seamlessly integrate into their accounting systems.

Howard Technology Solutions utilizes Harbinger Trusted Link EDI Translation Software, Harbinger Trusted and Link Commerce, Windows 6.10. For EDI Mapping, Howard Technology Solutions utilizes EDIMAP and TLC Workbench. EDI standards followed by Howard Technology Solutions are as follows: 2001, 2002, 2003, 2040, 3010, 3020, 3040, 3050, and 4010.

Auditing:

The Howard Technology Solutions order system verifies all quotes before they are saved to ensure that all applied discounts are correct. Once a quote is turned into an order, the system again verifies that the discounts are applied and that pricing is accurate. Howard Technology Solutions' order entry personnel compare the order to the original quote to ensure that all pricing and components are correct. Once the

product is shipped, an Invoice is generated and is compared to the order and the Bill of Lading to ensure that all pricing and components are correct.

Howard Technology Solutions will audit the system on a monthly basis for the NCPA contract.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

  Howard Technology Solutions has a dedicated customer service department that is 100% US based and is located at our corporate headquarters in Ellisville, Mississippi. Our sales representatives can be reached Monday through Friday, 8am to 5pm CST. Our Customer Service Department is available twenty-four hours a day, 365 days a year.

- Green Initiatives (if applicable) As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

  Howard Technology Solutions is dedicated to conserving the environment. All of our products meet energy star requirements and most all meet the EPEAT guidelines. We also have a recycle program. Full details can be found on our website at www.howardcomputers.com

- Anti-Discrimination Policy (if applicable)
  - Describe your organizations anti-discrimination policy.

    Please see attached Equal Employment Opportunity Policy

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Howard Technology Solutions
Development of
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It is the policy of Howard Industries, Inc. to effect equal employment opportunities for all employees and applicants for employment without regard to race, religion, color, sex, age (40 and above), national origin, disability or veteran status in regard to any position for which the employee or applicant for employment is suited.

All management officials are expected to set an example by making good faith efforts, on a continuing basis, to attract minority and female applicants for all employment classifications. In addition, our Human Resources' staff should review at least annually personnel policies and practices to ensure that equal employment opportunity is being implemented actively and that no employee or applicant for employment shall suffer any form of unlawful discrimination.

It is the responsibility of all managers and supervisors to ensure that hiring, promotion, discipline and other personnel decisions, as well as access to Company-sponsored training, educational, social and recreational programs, are in accord with principles of equal employment opportunity by imposing only requirements which are job-related and that all employment decisions comport with the principle of equal employment opportunity. Employees and applicants for employment shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, or any other Federal, state or local law requiring equal opportunity for special disabled veterans or Vietnam era veterans; (3) opposing any act or practice made unlawful by VEVRAA; or (4) exercising any other right protected by VEVRAA or its implementing regulations.

Equal opportunity can only be achieved through demonstrated leadership and aggressive implementation of a viable Affirmative Action Program. Our Affirmative Action Program sets forth specific affirmative action and equal employment opportunity responsibilities for managers, supervisors, and all employees. All employees are expected to make every reasonable effort to carry out their Affirmative Action Program responsibilities in spirit as well as in letter to assure that equal opportunity is available to all. We further expect employees to demonstrate sensitivity to and respect for all other employees and to demonstrate commitment to Howard Industries, Inc.'s equal opportunity and affirmative action objectives.

The responsibility for ensuring compliance and continued monitoring and reporting procedures of Howard Industries, Inc.'s Affirmative Action Plan has been assigned to Loren J. Koski, V.P. Human Resources, and questions regarding the plan should be addressed to him.

While this program represents Howard Industries, Inc.'s good faith commitment, it does not create for any employee a contract of employment, either express or implied, or any right or cause of action.

This Policy will be reaffirmed and reissued annually.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Please see attached certification list for Audio Visual, Networking, and Physical Security.

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AV Certification List

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM		05/31/22	05/31/25		Audinate DANTE Level 3
Aaron Malander	AV	PM	BiAmp	12/16/19		BiAmp Tesira	
Aaron Malander	AV	PM	Extron	02/22/19		Extron Control Professional	
Aaron Malander	AV	PM	AVIXA	11/15/20	11/30/23	CTS-I	
Aaron Malander	AV	PM	AVIXA	01/15/20	01/31/23	CTS	
Alex Alvarez	AV	Design					
Alex Alvarez	AV	Design	Extron	12/31/17		EAVA	
Alex Alvarez	AV	Design	BiAmp			BiAmp Tesira	
Alex Alvarez	AV	Design	Crestron	12/31/17		DMC T/D/E	
Alex Alvarez	AV	Design	QSC	02/22/17	02/22/23	Q-SYS Level 1 Training	
Alex Alvarez	AV	Design	QSC	12/08/19	12/08/22	Q-SYS Level 1 Video Training	
Alex Alvarez	AV	Design	Extron	06/01/20		Extron XTP-E	
Alex Alvarez	AV	Design	Kramer	04/22/20		Kramer Control Systems Programmer	
Anthony J Adams Jr	AV	Manager	Crestron	03/30/21		(Other - Not Listed)	Crestron Network Solutions-Introduction (CNS-I)
Anthony J Adams Jr	AV	Manager	Vaddio	05/19/20		(Other - Not Listed)	RoboTRAK
Anthony J Adams Jr	AV	Manager	Crestron	08/29/20		(Other - Not Listed)	Core Certification Track
Anthony J Adams Jr	AV	Manager	Crestron	11/15/21		(Other - Not Listed)	Crestron Design Tool- for Shading Solutions
Anthony J Adams Jr	AV	Manager	Crestron	05/19/20		DMC-D-4K	
Anthony J Adams Jr	AV	Manager	Crestron	03/09/19		Crestron NVX	
Anthony J Adams Jr	AV	Manager	Audio Enhancement	04/08/22		Audio Enhancement 1	
Anthony J Adams Jr	AV	Manager	Shure Audio Institute	06/21/18	**06/21/20**	**Shure Microflex Advance Training**	
Bear Stropnicky	AV	Presales					
Beau Brown	AV	PM					
Beau Brown	AV	PM	Vaddio	05/12/20		RoboTRAK	
Beau Brown	AV	PM	Audinate	11/16/20		Dante Level 1	
Beau Brown	AV	PM	Shure Audio Institute	11/16/20	11/16/22	Networking for Shure DSP and Audio Interfaces	
Beau Brown	AV	PM	Shure Audio Institute	11/18/20	11/18/22	Intellimix Room	
Beau Brown	AV	PM	Shure Audio Institute	03/03/21	03/03/23	Intellimix P300	
Beau Brown	AV	PM	Shure Audio Institute	06/15/18	**06/15/20**	**Shure Microflex Advance Training**	
Brandon Wilkinson	AV	Presales					
Brian Featherston	AV	Presales					
Brian Featherston	AV	Presales	Extron	02/10/17		EAVA	
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Salto	08/16/17		Salto 1	
Chris Gimbert	AV	Presales					
Chris Gimbert	AV	Presales	Audinate	12/21/18		Dante Level 1	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Chris Gimbert	AV	Presales	Audinate	12/23/18		Dante Level 2	
Chris Gimbert	AV	Presales	Audinate	01/02/19		Dante Level 3	
Chris Gimbert	AV	Presales	Shure Audio Institute	01/02/19	**01/02/21**	**Microflex Advance**	
Chris Gimbert	AV	Presales	Bose	12/23/18		ControlSpace Designer V5	
Chris Gimbert	AV	Presales	QSC	11/26/19	11/26/22	Q-SYS Level 1 Training	
Chris Gimbert	AV	Presales	QSC	03/25/20	03/25/23	Q-SYS Control 101	
Chris Gimbert	AV	Presales	QSC	03/30/20	03/30/23	Q-SYS Video 101	
Chris Gimbert	AV	Presales	Crestron	04/20/20		DMC-D-4K	
Chris Gimbert	AV	Presales	Crestron	04/27/20		CNS-D	
Chris Gimbert	AV	Presales	Crestron	04/23/20		DM-NVX Networking	
Chris Gimbert	AV	Presales	BiAmp	04/22/20		BiAmp Tesira	
Chris Gimbert	AV	Presales	3x Logic	04/22/20	**04/22/22**	**VIGIL Video Management**	
Chris Gimbert	AV	Presales	Legrand	04/01/20		HDBaseT Deep Dive	
Chris Gimbert	AV	Presales	Legrand	03/30/20		4K Video	
Chris Gimbert	AV	Presales	Harman	08/10/19		BSS Certified Audio Associate - Design	
Chris Gimbert	AV	Presales	AVIXA	08/30/19	**08/31/22**	**CTS**	
Chris Gimbert	AV	Presales	NEC	03/20/20		Understanding Multi-Venue Projection	
Chris Gimbert	AV	Presales	CompTIA	11/08/18	**11/08/21**	**Security +**	
Chris Gimbert	AV	Presales	Extron	08/02/19		EAVA	
Chris Gimbert	AV	Presales	Harman	08/10/19		AMX CC101: Audio Essentials	
Chris Gimbert	AV	Presales	Harman			AMX CC102: Cabling Essentials	
Chris Gimbert	AV	Presales	Harman	08/14/19		AMX CD131: Control Design Essentials	
Chris Gimbert	AV	Presales	Harman	08/26/19		Harman Certified Control Associate	
Chris Gimbert	AV	Presales	Kramer	08/29/19		Kramer Control Systems Programmer	
Chris Gimbert	AV	Presales	Kramer	08/27/19		Kramer Control System Designer	
Chris Gimbert	AV	Presales	Crestron	11/06/20		Foundations of Crestron Programming	
Chris Gimbert	AV	Presales	Crestron	11/03/20		DMC-E-4K	
Chris Gimbert	AV	Presales	Extron	11/03/20		Extron Control Specialist	
Chris Gimbert	AV	Presales	Shure Audio Institute	02/08/21	02/06/23	IntelliMix P300	
Colin Entrekin	AV	PM					
Colin Entrekin			AVIXA	03/04/17		CTS	
Colin Entrekin			AVIXA			CTS-I	
Colin Entrekin			Crestron	08/17/17		DMC-T-4K	
Colin Entrekin			Crestron			DMC-E	
Colin Entrekin			ESA	02/19/19	**02/20/21**	**C.A.T. 1**	
Colin Entrekin			Extron	08/18/15		EAVA	
Isaac Tovar	AV	Tech	Extron	04/25/22		EAVA	
Jason Hess	AV	Design	AVIXA			CTS-D	
Jason Hess			BiAmp			BiAmp Tesira	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jason Hess			ClearOne			Certified Technical Specialist	
Jason Hess			Crestron			DM-NVX	
Jason Hess			Crestron			DM-NVX-N	
Jason Hess			Crestron			DMC-D-4K	
Jason Hess			Crestron			DMC-E-4K	
Jason Hess			Crestron			DMC-T-4K	
Jason Hess			Crestron			CNS-D	
Jason Hess			Crestron			CCT	
Jason Hess			Legrand			4K Video	
Jason Hess			Microsoft			Microsoft Teams Rooms Technical Assessment	
Jason Hess			OSHA			OSHA 10 - Construction	
Jason Hess			Renkus-Heinz			Iconyx Certified Designer	
Jason Hess			Senheiser			Multi-zone Antenna Systems	
Jason Hess			Shure Audio Institute			Advanced Wireless Microphone Training	
Jason Ryan	AV	Program	Extron	10/26/21		Extron Control Professional	
Jason Ryan		Program	BiAmp	01/26/22		BiAmp Tesira	
Jason Ryan		Program	AVIXA			CTS	
Jason Ryan		Program	QSC			Q-SYS Level 1 Training	
Jason Ryan		Program	QSC			Q-SYS Level 2 Training	
Jason Ryan		Program	QSC			Q-SYS Control 101 Training	
Jason Ryan		Program	QSC			Q-SYS Control 201 Training	
Jason Ryan		Program	Audinate			Dante Level 1	
Jason Ryan		Program	Shure Audio Institute			Microflex Advanced Training	
Jason Ryan	AV	PM	Mersive	05/03/22		Solstice	
Jason Ryan		Program	Pakedge			PCNA Network Administrator Certification	
Jason Ryan		Program	Crestron	04/06/21		Crestron Certified Programmer	
Jason Ryan		Program	Crestron			DM NVX Design and Application	
Jason Ryan		Program	AMX			P2 - Certified Control Associate	
Jeremy Gregory	AV	PM					
Jeremy Gregory		PM	Crestron	05/04/16		CTI-P101 Foundations of Crestron Programming	
Jeremy Gregory		PM	Crestron	07/29/16		CTI-P201 Core System Programming	
Jeremy Gregory		PM	Crestron	06/22/17		DMC E	
Jeremy Gregory		PM	Crestron	06/23/17		DMS	
Jeremy Gregory		PM	ESA	03/21/19		C.A.T. 1	
Jeremy Gregory		PM	Extron	06/22/17	**03/21/21**	**EAVA**	
Jeremy Gregory		PM	Infocomm	06/23/17		CTS	
Jeremy Gregory		PM	Audinate	04/19/17		Dante Level 1	
Jeremy Gregory		PM	Epson	01/25/18		Pro L 1000 Series Sales	
Jeremy Gregory		PM	Extron			Control Systems for EDU	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jeremy Gregory		PM	Extron	03/07/19		Emerging Technologies 4K	
Jeremy Gregory		PM	Crestron	09/25/18		NVX Design & Application	
Jeremy Gregory		PM	Polycom	02/15/18		Video Endpoints Tech Cert RPEOT200	
Jeremy Gregory		PM	Polycom	02/14/18		Voice Endpoints Tech Cert VSOT200	
Jeremy Gregory		PM	Extron	07/01/20		Extron Control Specialist	
Justin Jones	AV	PM					
Justin Jones		PM					
Matt Dyson	AV	Manager					
Matt Hagler	AV	Design					
Matt Hagler			AMX			AMX CP- Commissioning	
Matt Hagler			BiAmp			BiAmp Tesira	
Matt Hagler			Crestron			DMC T/D/E	
Matt Hagler			Crestron			Crestron Certified Programmer	
Matt Hagler			Extron			EAVA	
Matt Hagler			Kramer			Kramer Certified Digitalist	
Matt Hagler			Extron	12/14/18		Extron Control Professional	
Matt Hagler			Salto			Salto 1	
Matt Hagler			State of Georgia	01/29/19	**08/31/21**	**Georgia Low-Voltage License**	
Michael Losier	AV	Tech					
Michael Losier	AV	Tech	Epson	06/04/19		BrightLink/BrightLink Pro Installatoin Guide	
Michael Losier	AV	Tech	Shure Audio Institute	04/24/20	**04/24/22**	**Audio Basics for Meetings & Conferences**	
Michael Sablatura	AV	Design					
Michael Sablatura	AV	Design	QSC			Q-SYS Level 1 Training	
Michael Sablatura	AV	Design	QSC			Q-SYS Control 101	
Michael Sablatura	AV	Design	NewTek			3Play Operation	
Michael Sablatura	AV	Design	NewTek			Live Production with TriCaster	
Michael Sablatura	AV	Design	NewTek			NDI and Performance Media Networking	
Michael Sablatura	AV	Design	NewTek			NewTek Infrastructure	
Michael Sablatura	AV	Design	NewTek			Selling NewTek Technology	
Michael Sablatura	AV	Design	NewTek	02/22/21		NSCE	
Michael Sablatura							
Michael Sablatura	AV	Design	BiAmp			TesiraForte	
Nick Bess	AV	PM	Crestron	03/05/19		Crestron NVX	DM-NVX-N
Nick Bess	AV	PM	Crestron	01/16/15		DMC-D-4K	
Nick Bess	AV	PM	Crestron	08/09/20		Crestron Certified Programmer	
Nick Bess	AV	Programmer					
Nick Bess			Extron			Extron Authorized Programmer	
Nick Bess	AV	PM	BiAmp	02/16/22		BiAmp Tesira	
Nick Bess	AV	PM	Extron	10/24/19		(Other - Not Listed)	**Authorized Programmer**

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Nick Bess	AV	PM	Extron	06/07/19		Extron Control Associate	
Nick Bess	AV	PM	Extron	09/13/19		Extron Control Professional	
Rich Okolsky	AV	PM	Shure Audio Institute	03/23/20	**03/23/22**	**Audio Basics for Meetings & Conferences**	
Rich Okolsky	AV	PM	Shure Audio Institute	03/24/20	**03/24/22**	**Wireless Basics**	
Rich Okolsky	AV	PM	Shure Audio Institute	03/25/20	**03/25/22**	**Integrated System Portfolio Overview**	
Rich Okolsky	AV	PM	AVIXA	04/03/20		AV Technologist	
Rich Okolsky	AV	PM	Extron	04/08/20		EAVA	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	**03/28/22**	**Best Practices for Merging AV and IT Systems**	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	**03/28/22**	**Integrated Systems Certification Level 1**	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	**03/28/22**	**Networking for AV Professionals Part 1**	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	**03/28/22**	**Selecting the Right Integrated System for the Right Application**	
Rich Okolsky	AV	PM	Extron	04/13/20		Extron Control Specialist	
Rich Okolsky	AV	PM	BiAmp	04/16/20		TesiraFORTE	
Rich Okolsky	AV	PM	Crestron	04/28/20		DMC-D-4K	
Rich Okolsky	AV	PM	Kramer	03/08/22		(Other - Not Listed)	**Kramer Control System Designer**
Rich Okolsky	AV	PM	Audio Enhancement	04/08/22		Audio Enhancement 1	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	Intellimix Room	
Ryan Finn	AV	PM		05/21/21			Audinate DANTE Level 2
Ryan Finn	AV	PM		05/04/21			Audinate DANTE Level 1
Ryan Finn	AV	PM		04/09/21			Sennheiser TeamConnect Ceiling 2
Ryan Finn	AV	PM		04/16/21			Sennheiser SpeechLine Digital Wireless
Ryan Finn	AV	PM		02/04/21			Luxul 101
Ryan Finn	AV	PM	Vaddio	01/29/21			AV Bridge MatrixMIX
Ryan Finn	AV	PM	Vaddio	01/26/21			AV Bridge MATRIX PRO
Ryan Finn	AV	PM		02/05/21			Luxul IP Networking Basics
Ryan Finn	AV	PM		02/15/21			Luxul Network Troubleshooting Basics
Ryan Finn	AV	PM	BiAmp	04/08/21			Audia for Technicians
Ryan Finn	AV	PM	Shure Audio Institute	11/24/20	11/14/22		IntelliMix Room - Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	11/25/20	11/15/22		Networking for Shure DSP & Audio Interfaces
Ryan Finn	AV	PM	Shure Audio Institute	12/02/20	11/22/22		IntelliMix P300 Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA710 Linear Array Technical Enablement

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA910 Ceiling Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA Network Mute Button Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA310 Table Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/21/21	04/21/23		Voice Lift System Design
Ryan Finn	AV	PM	BiAmp	03/30/21			TesiraFORTE
Ryan Finn	AV	PM	Vaddio	12/05/20		Vaddio Cam Track	
Ryan Finn	AV	PM	Extron	05/22/20		EAVA	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	IntelliMix P300	
Scott Patton	AV	PM					
Steve Gimbert	AV	Design					
Steve Gimbert			Crestron	12/31/17		DMC T/D/E	
Steve Gimbert			Infocomm	12/31/17		CTS-I	
Wade Johnston	AV	Presales					

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Networking and Physical Security Certification List

Howard Technology Solutions Networkign and Physical Security Certification List as of 2022				
Engineer	**Vendor**	**Certification**	**Specialization**	**Level of Partnership**
Ray Hughes	Amazon Web Services	AWS Technical Professional (Digital)	Virtualization	Authorized Partner
Kevin Edmonds	Barracuda	Barracuda WAF Certified Product Specialist	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Partner	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (Firewall)	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (PhishLine)	Security	Premier Partner
Kevin Edmonds	Barracuda	WAF-as-a-Service - Foundation	Security	Premier Partner
Otis Mathis	Cisco	CCNA	Routing and Switching	Registered Partner/Premier Integrator
Ray Hughes	Extreme	ECS - Campus EXOS	Routing and Switching	Diamond Partner
Otis Mathis	Fortinet	NSE1, NSE2, NSE3	Security	Expert Partner
Otis Mathis	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE1	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE2	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE3	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE5	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE6_FWF-6.4 - Fortinet NSE 6 - Secure Wi	Routing and Switching	Expert Partner
Kevin Edmonds	Fortinet	NSE7	Security	Expert Partner
Jaron Johnson	Fortinet	NSE1	Security	Expert Partner
Jaron Johnson	Fortinet	NSE2	Security	Expert Partner
Jaron Johnson	Fortinet	NSE3	Security	Expert Partner
Jaron Johnson	Fortinet	NSE4	Security	Expert Partner
Brandon Wheeler <brwheeler	Fortinet	NSE1	Security	Expert Partner
Brandon Wheeler <brwheeler	Fortinet	NSE2	Security	Expert Partner
Brandon Wheeler <brwheeler	Fortinet	NSE3	Security	Expert Partner
Ray Hughes	Google	Google Education Deployment	Vendor Support	Authorized Partner
Ray Hughes	Google	Google G Suite Deployment Services Special	Vendor Support	Authorized Partner
Kevin Edmonds	Hitachi Vantara	HQT-2122 - Presales Edge-to-Core-to-Cloud	Storage	Authorized Partner
Kevin Edmonds	HPE	SPSP	SD-WAN	Silver Partner
Kevin Edmonds	Nakivo	Nakivo Sales Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Nakivo	Technical Solutions Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE)	Security	
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE):	Security	

Howard Technology Solutions Networkign and Physical Security Certification List as of 2022				
Engineer	**Vendor**	**Certification**	**Specialization**	**Level of Partnership**
Kevin Edmonds	Proofpoint	PACSE	Security	Silver Partner
Kevin Edmonds	Proofpoint	PACSE (Accred Channel Sales Eng)	Security	Silver Partner
Jaron Johnson	Ruckus	RICXI	Routing and Switching	Elite Partner
Brandon Wheeler	Ruckus	RICXI	Routing and Switching	Elite Partner
Kevin Edmonds	Sophos	Sophos Certified Architect	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Engineer	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Sales Consultant	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos EDR Certified Admin	Security	Gold Partner
Kevin Edmonds	VMWare	VSP (Carbon Black)	Security	Advanced Partner
Kevin Edmonds	VMWare	VTSP (Carbon Black)	Security	Advanced Partner

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TAB 5
PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

  Standard manufacturer warranty applies to all third-party products sold. Please see attached "Howard Branded Product Warranty" for warranty information for Howard Branded products.

- Availability of replacement parts

  Replacement parts availability are based on manufacturer availability.

- Life expectancy of equipment under normal use

  Standard manufacturer life expectancy of equipment applies.

- Detailed information as to proposed return policy on all equipment

  All non-Howard branded products include the manufacturer's standard warranty. Any item found to be defective and reported to HTS within 30 days of receipt is eligible for return, with the exception of some consumables. All items which arrive damaged and reported to HTS within 5 days of receipt will have a damage freight claim filed on the customer's behalf. All items requested for return outside of these time limits are subject to the manufacturer's warranty and must be reported directly to the manufacturer. HTS makes no guarantee on returns as all returns are subject to the return policy of the individual manufacturer/supplier.

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Howard Branded Product Warranty

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Howard Branded Product Warranty

Every time you purchase a Howard Technology Solutions branded product in the U.S., you receive a Limited Warranty which provides you with a comprehensive service and support program for the term of the warranty. To determine the warranty type and duration that is included with your purchase, see your packing slip or order confirmation. Alternately, you may email your questions or description of the problem to Technical Support Center at: tech@howardcomputers.com

Note: Warranty service may be fulfilled by shipping user replaceable parts, such as keyboard, mouse, cables, monitors, speakers, or similar devices directly to you.

The product you have purchased is warranted by Howard Technology Solutions to be free of defects in materials and workmanship under normal use for the duration of the terms as stated in the Limited Warranty. The warranty beings the day we ship your Howard Technology Solutions branded product. As an added convenience, Howard Technology Solutions keeps track of this date for you. Your product's Limited Warranty is non-transferable and will not be honored if the ownership of the product changes. For the duration of the Limited Warranty, Howard Technology Solutions will repair or replace defective parts with new or serviceable parts, which meet or exceed the performance of new parts.

What is not covered under the Limited Warranty?

1. Products located and/or operated outside the 50 states
2. Products purchased from anyone other than Howard Technology Solutions or an authorized reseller/agent
3. Expendable parts (Note: batteries provided for your notebook are covered for [1] year from the date we ship your system)
4. Accessories or peripherals not sold as part of a Howard branded system. The only accessories and peripherals covered that are sold as part of a Howard branded system are the monitor, mouse, and keyboard.
5. Software products
6. Routine cleaning, cosmetic, and mechanical wear
7. On-site support for monitor, keyboard, mouse, and speakers
8. Damage from the following:
    a. Misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war
    b. Use outside of the product's design usage or parameters
    c. Use of non-Howard Technology Solutions manufactured or sold parts
    d. Installation of parts not approved by Howard Technology Solutions
    e. Repair or replacement of non-Howard Technology Solutions authorized service partner

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How do you get warranty service and support for your Howard branded product?

Depending on the terms of your agreement, you will receive a combination of one or more of the following: telephone support, parts-only replacement, carry-in service, or on-site service.

How do you get technical support?

With Howard Technology Solutions, you receive FREE telephone technical support 24/7,.365 days a year for as long as you own your Howard branded product. Our friendly, US-based team of experts will answer your questions about the product, hardware setup, or installation, all with telephone hold times typically less than one [1] minute. To expedite our service to you, please gather the following information before calling our Technical Support Center at (888) 323-3151

1. Product serial number(s) – located on the side or bottom of machine
2. Add-on boards of hardware installed on the product
3. Third-party software installed on the product
4. Operating system type and revision level
5. Content of any error message
6. Explanation of the problem and/or detailed, specific questions

Howard Industries, Inc. Technology Division Limited Warranty

1. Limited Warranty and/or Next Business Day (NBD) On-site Response

Howard Industries, Inc. (hereinafter "Howard") warrants that the Howard branded product(s) purchased by you will be free from defects in materials and/or workmanship under normal use for the purchased warranty period starting from the date of product shipment with the following EXCEPTIONS:

a. Defective CDs, DVDs, diskettes or other software media that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days from the date you receive your product.
b. Howard DOES NOT WARRANTY ANY SOFTWARE PRODUCTS, INCLUDING THE OPERATING SYSTEMS PREINSTALLED BY HOWARD TECHNOLOGY SOLUTIONS.
c. Defective accessories or peripherals bundled with your Howard branded product (limited to the monitor, mouse, and keyboard) are subject to the terms of the warranty duration and type purchased from Howard Technology Solutions. All other defective accessories or peripherals, other than software, that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days.
d. If purchased, next business day on-site warranty service is provided for the time period listed on the packing slip or invoice and begins the date of product shipment for the Howard Technology Solutions' products. The hours of next business day on-site warranty services will be provided Monday – Friday from 8:00AM to 5PM local time excluding Howard Technology Solutions' holidays as published on the Howard Technology Solutions' website at www.Howard.com.

e. Second business day response times may be required in case of delays beyond Howard Technology Solutions' control (such as acts of God or calls reported to Technical Support after 3pm Central Standard Time). A Howard authorized third party vendor may provide on-site service. Note: Some repairs may require the unit to be returned to Howard for depot service at an authorized service center.
f. On-site warranty service is not available for Field Replaceable Units (FRU) such as monitors, keyboards, modular hard drives, mice, or similar external components of the product.

To obtain service under this limited warranty, you must contact Howard Technical Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. If Howard Technology Solutions is unable to correct the problem, they may authorize a replacement part or parts, on-site service, or a product replacement. ON-SITE SERVICE AND PRODUCT REPLACEMENTS ARE CONSIDERED OPTIONS OF LAST RESORT. All replaced parts must be returned to Howard. You will be invoiced for defective replacement parts not returned to Howard within two [2] weeks of receipt of the replacement parts.

Howard does not warranty damages or defects to the Howard product under the following conditions: misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war, unauthorized service repair of the Howard product, damage from electrical power problems, usage of parts or components not supplied by Howard, shipping damage (other than during original shipment from Howard), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.

Howard will, under the warranty period, repair or replace defective parts with new or serviceable used parts. This determination will be at the sole discretion of Howard. Howard owns all removed and repaired parts from the Howard product. The repair or replacement of a Howard product does not extend the warranty of said computer product. Spare parts are warranted to be free from defects in material or workmanship for twenty-one [21] days or the remainder of the Limited Warranty Period (whichever is long) of the Howard product in which they are installed.

This limited warranty is extended only to the original purchaser and is non-transferable. In addition, this warranty is only valid within the United States of America. For this warranty to be valid, the product must have been purchased directly from Howard or from an authorized representative of Howard.

The warranties set forth herein are in lieu of any and all other warranties expressed or implied, including the warranties of merchantability and fitness for a particular use. Howard disclaims all other warranties, expressed or implied, including without limitation implied warranties of merchantability and fitness for a particular use. Except for the obligations set forth in this warranty statement, Howard shall not be liable for any defect, direct, special, incidental, or consequential damages including without limitation any liability for losses in profits, losses in revenue, losses in savings, losses of data, downtime, costs of capital, cost of

replacement equipment (temporary or per permanent), costs of time, thirty parties' claims, or injuries to property.

The limited of the liability of Howard to repair its computer product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Howard product or a refund of the original purchase of the computer product. The decision regarding replacement versus refund shall be at the sole discretion of Howard. The above options are the only remedies for any perceived breach of warranty by Howard.

In states that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state laws.

2. Warranty Extensions and Upgrades

Howard Technology Solutions currently offers various options to extend or upgrade the Limited Warranty of the Howard branded product. This extension is only available for purchase during the first year warranty coverage period from Howard Technology Solutions. Call 1.888.912.3151 for pricing and availability.

3. Post-Warranty Parts Availability

Howard is available to assist with parts acquisition after the warranty period. Call 1.888.912.3151 for post-warranty assistance.

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Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Howard Technology Solutions acknowledges and complies.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Howard Technology Solutions acknowledges and complies.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

Howard Technology Solutions is pleased to offer the following products and brands. This is not an exhaustive list of all items.

- **Laptops / Notebooks / 2-in-1s**
  - **Howard**
  - **Acer**
  - **Asus**
  - **Dell**
  - **Fujitsu**
  - **HP**
  - **Lenovo**
  - **Microsoft**
  - **Samsung**
  - **Toshiba**
  - **Etc.**

- **Tablets**
  - **Howard**
  - **Acer**
  - **Asus**
  - **Dell**
  - **Fujitsu**
  - **HP**
  - **Lenovo**
  - **Microsoft**
  - **Samsung**
  - **Toshiba**
  - **Etc.**

- **Desktop Computers**
  - Howard
  - Acer
  - Dell
  - HP
  - Lenovo
  - Etc.

- **Workstations – Fixed and Mobile**
  - HP
  - Dell
  - Lenovo
  - Asus
  - Etc.

- **Gaming Devices**
  - HP
  - Dell
  - Lenovo
  - Asus
  - Etc.

- **Chromebooks – Education and Enterprise**
  - Dell
  - HP
  - Lenovo
  - Acer
  - Asus
  - Samsung
  - Etc.

- **Servers**
  - Howard
  - Dell
  - Fujitsu
  - HPE
  - HVE
  - IBM
  - Dell
  - Lenovo
  - Etc.

- **High Performance Computing**
  - HP
  - Dell
  - Lenovo
  - Asus
  - Etc.

- **Data Storage / Drives**
  - Buffalo
  - Dell
  - EMC
  - HVE
  - Overland
  - Tandberg
  - Western Digital
  - LG
  - SanDisk
  - Seagate
  - Etc.

- **Converged Infrastructure**
  - Dell EMC
  - HPE
  - HVE
  - NetApp
  - Nutanix
  - Etc.

- **Hyper Converged Infrastructure**
  - Dell EMC
  - HPE
  - HVE
  - NetApp
  - Nutanix
  - Etc.

- Cloud Products

- **Software**
  - AVG
  - BitDefender
  - Cylance
  - GoGuardian
  - Kaspersky
  - McAfee
  - Palo Alto
  - Sophos
  - Symantec
  - Neverware
  - Avid
  - Adobe
  - Hayes
  - Velocloud

- Absolute
- Check Point
- Sonicwall
- PaperCut
- Microsoft
- Rubrik
- Citrix
- DataCore
- Beeam
- VMWare
- Panda
- Etc.

- **Security Solutions**
- AVG
- BitDefender
- Cylance
- GoGuardian
- Kaspersky
- McAfee
- Palo Alto
- Sophos
- Symantec
- Neverware
- Avid
- Adobe
- Hayes
- Velockloud
- Absolute
- Check Point
- Sonicwall
- PaperCut
- Microsoft
- Rubrik
- Citrix
- DataCore
- Beeam
- VMWare
- Panda
- Etc.

- **Data Protection HW / SW**
- AVG
- BitDefender
- Cylance
- GoGuardian
- Kaspersky
- McAfee

- Palo Alto
- Sophos
- Symantec
- Neverware
- Avid
- Adobe
- Hayes
- Velocloud
- Absolute
- Check Point
- Sonicwall
- PaperCut
- Microsoft
- Rubrik
- Citrix
- DataCore
- Beeam
- VMWare
- Panda
- Etc.

- **Networking**
- Barracuda
- CommonVault
- Cybernetics
- Exagrid
- HPE
- Quest
- Rubrik
- Spectra Logic
- Unitrends
- VMware
- Zerto
- Allot
- Radware
- ContentKeeper
- FamilyZone
- Fortinet
- Lightspeed
- Palo Alto
- Securly
- Cisco
- APC
- Cyberpower
- Eaton
- Orion
- Schneider Electric
- SurgeX

- **Tripp Lite**
- **Dell EMC**
- **Veeam**
- **Arcmail**
- **HVE**
- **HPE**
- **Aruba**
- **Extreme**
- **Impulse**
- **Broadcom**
- **BitDefender**
- **Juniper**
- **Western Digital**
- **Digium**
- **Mitel**
- **Polycom**
- **Vertical**
- **Cradlepoint**
- **Riverbed**
- **Ruckus**
- **Ubiquiti, Meraki**
- **HP**
- **Etc.**

- **Internet of Things (IOT)**
  Brands offered in this category have been included in other categories listed herein.

- **Sensors & Edge Devices**
  Brands offered in this category have been included in other categories listed herein.

- **Printers & Accessories**

- **Belkin**
- **C2G**
- **CaseLogic**
- **Kensington**
- **Targus**
- **Logitech**
- **Brother**
- **HP**
- **Kyocera**
- **Lexmark**
- **Makerbot**
- **OKI**
- **Xerox**

- Brother
- Epson
- Canon
- Etc.

- **Digital Imaging – Cameras / Scanner**
- Honeywell
- Canon
- Aver
- Axis
- Hitachi
- Panasonic
- Sony
- Vaddio
- Etc.

- **Keyboard / Mice / Input Devices**
- Belkin
- Logitech
- Microsoft
- Lenovo
- HP
- Etc.

- **Memory / System Components**
- Kingston
- Axiom
- Etc.

- **Displays / Large Format Displays / Interactive Flat Panels**
- Samsung
- Sony
- Newline
- Boxlight
- Etc.

- **Spare Parts**
- Spare parts should be requested direct from the manufacturer.

- **Accessories / Cables**
- C2G
- Tripp Lite
- StarTech
- Extreme
- Comprehensive
- Crestron

- West Penn
- Monoprice
- Etc.

- **Battery Back-up / Power / Surge Protectors**
- Tripp Lite
- Asus
- Cisco
- Bretford
- APC
- Etc.

- **Sound / Multimedia**
- Sony
- Audio Enhancement
- Crestron
- Crown
- Danley
- Extron
- JBL
- Lab Gruppen
- Tannoy
- FrontRow
- Etc.

- **Telecommunications Products**
- Cradlepoint
- Ubiquity
- Etc.

- **Video – Monitors / Cards / Projector**
- LG
- NEC
- Panasonic
- Planar
- Samsung
- Sharp
- Sony
- ViewSonic
- Epson
- Boxlight
- BenQ
- Christie
- Hitachi
- Infocus
- Etc.

- **Interactive Whiteboards**
  - **Boxlight**
  - **Cleartouch**
  - **Newline**
  - **Qomo**
  - **ViewSonic**
  - **Promethean**
  - **Etc.**

- **Commercial-Off-the-Shelf (COTS) Software**
  Brands offered in this category have been included in other categories listed herein.
- **Software-as-a-Service (SaaS)**
  Brands offered in this category have been included in other categories listed herein.
- **Infrastructure-as-a-service (IaaS)**
  Brands offered in this category have been included in other categories listed herein.
- **Platform-as-a-Service (PaaS)**
  Brands offered in this category have been included in other categories listed herein.
- **Software Licensing and Maintenance Agreements**
  Brands offered in this category have been included in other categories listed herein.
- **Subscription Based Software Licenses**
  Brands offered in this category have been included in other categories listed herein.
- **Software Related Services**
  Brands offered in this category have been included in other categories listed herein.

Services – for the following services, Howard Technology Solutions can provide all related services and installation

- Deployment & Installation
  - **Howard Technology Solutions**
- Professional Services
  - **Howard Technology Solutions**
- Consulting Services
  - **Howard Technology Solutions**
- Security Services
  - **Howard Technology Solutions**
- Business Continuity / Business Resiliency
  - **Howard Technology Solutions**
- Disaster Recovery

- **Howard Technology Solutions**
- VMware Professional Services
- **Howard Technology Solutions**
- Microsoft Professional Services
- **Howard Technology Solutions**
- AWS Product and Services
- **Howard Technology Solutions**
- Application Services – End User
- **Howard Technology Solutions**
- Application Services – Data Center
- **Howard Technology Solutions**
- Residencies
- **Howard Technology Solutions**
- Managed Services – End User
- **Howard Technology Solutions**
- Managed Services – Data Center
- **Howard Technology Solutions**
- Education & Training
- **Howard Technology Solutions**
- Telecommunications
- **Howard Technology Solutions**
- Product Configurations
- **Howard Technology Solutions**
- Product Support
- **Howard Technology Solutions**
- Warranty
- **Howard Technology Solutions (for Howard Branded products)**
- Asset Lifecycle Management
- **Howard Technology Solutions**
- Asset Recovery
- **Howard Technology Solutions**

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Financial Services Offerings:

- **Infrastructure-as-a-Service (IaaS)**

Howard Technology Services does not offer Infrastructure-as-a-Service.

- Leasing for Public and Private/Commercial Entities with schedules included for:
  - Fair Market Value Lease

  Howard Technology Solutions offers Fair Market Value Lease.
  - Purchase Option Lease

  Howard Technology Solutions does not offer Purchase Option Lease.
  - Tax Exempt Lease Purchase Lease

  Howard Technology Solutions does not offer Tax Exempt Lease Purchase Lease.
  - Flex Lease Purchase

  Howard Technology Solutions does not offer Flex Lease Purchase.
  - PC-as-a-Service

  Howard Technology Solutions does not offer PC-as-a-Service.
  - Software Schedule

  Howard Technology Solutions does not offer Software Schedule.
- Deferred Payments (Direct and Indirect Financing)

Howard Technology Solutions does not offer Deferred Payments – Direct or Indirect Financing.

- Payment Agreements

Please see attached Howard Technology Solutions Payment Agreement.

- User Agreements

Howard Technology Solutions does not offer User Agreements.

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Payment Agreement

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Network Services | Help Desk Services | Desktop Services | Cabling & Telecom Services | Warranty & Maintenance Services

Payment Agreement

This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and _____ ("**Customer**"), is applicable to products and services Customer purchases from HTS.

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. *Coverage.* Except to the extent prohibited by applicable state law or by a statewide, group purchasing, or other similar contract which may control the subject of this Agreement, the terms and conditions set forth herein will govern all of Customer's purchases of products and services from HTS, including in connection with AV installation or other projects ("**Project(s)**"), unless and until the parties agree in writing to different payment terms. To the extent state law or a statewide, group purchasing, or other similar contract prohibits or dictates certain terms between the parties contrary to those set forth in this Agreement, the terms of this Agreement shall be deemed modified to conform therewith.

2. *Payment for Products.* Payment of 100% of the agreed-upon price for products, including AV equipment to be installed for a Project, will be due NET 30 upon delivery of the products to Customer's facility. Each shipment of products will constitute a separate sale, and Customer agrees to pay for the products delivered whether such shipment is in whole or partial fulfillment of the entire order.

3. *Payment for Services.* Payment of 50% of the total agreed upon labor cost for any Project will be due and payable upon 75% of Project completion. The remaining 50% of the agreed-upon labor cost for the Project will be due and payable upon Project completion and Customer sign-off. HTS reserves the right in its discretion to invoice monthly or progressively depending on the nature of a particular Project or other circumstances.

4. *Credit Approval; Payments by Credit Cards.* All sales and payment terms are subject to credit approval and a credit limit set by HTS in its discretion. A 3% surcharge will be added to payments made by credit card.

5. *Changes.* HTS reserves the right in its discretion to add additional charges and/or to change the quoted price(s) for any Project in the event of circumstances warranting such modifications, including: (i) if for any reason Customer changes the start date of a Project within 5 days of the scheduled start date; (ii) if HTS is delayed during the installation or other stage of a Project as a result of lack of accessibility to necessary facilities or equipment, the presence or status of other trades or contractors, faulty or incompatible equipment that is not provided by HTS, or for any other reason beyond HTS's control or responsibility; (iii) if the scope of a Project, including as will typically be set forth in a mutually agreed-upon Statement of Work, is changed for any reason; (iv) if HTS's costs increase due to causes beyond its reasonable control, including imposition by the United States or any other country of new or higher tariff(s) or other similar tax(es), fee(s) or charge(s); or (v) if obstacles or limitations require the use of additional or different measures to achieve installation of equipment pursuant to the manufacturer's recommendations.

6. *Breach.* In the event Customer is in breach of the terms herein, HTS may in its discretion: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full, (ii) stop all work under any order or Project until receipt of full payment or assurances of payment satisfactory to HTS; (iii) require prepayment for any other orders; and/or (iv) delay shipments. Late payments shall bear interest from and after the due date at a monthly rate equal to five percent (5%).

IN WITNESS WHEREOF, the undersigned do hereby execute this Payment Agreement as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

_____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Howard Technology Solutions, a division of Howard Industries, Inc.

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

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(601) 399-5021 (888) 323-3151 fax (601) 399-5060 www.howardcomputers.com

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P.O. Box 1590 • Laurel, MS 39441

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TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

See Attached Sections:

One Stop Shop LineCard – our LineCard is an overall representation of our most popular brands and services. This is not all-inclusive.

Howard HTPP Program

Howard Project Design and Management

Howard Optional Standard Service Contract

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Howard One-Stop-Shop LineCard

HOWARD PRODUCTS

Powered by HOWARD Innovation

Howard-branded products are designed, assembled, and quality tested in the USA. Each one includes a top-rated warranty and free customer support for as long as you own it.

• Desktops • eSPORTS • Kiosks • Lighting
• Notebooks • Servers • Tablets • Workstations



A | COMPUTING SOLUTIONS

1. ACCESSORIES: Belkin, C2G, CaseLogic, Kensington & Targus
2. ANTIVIRUS: AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
3. ASSET MANAGEMENT: Absolute, Asset Panda, Hayes & Symantec
4. DESKTOPS: **HOWARD**, Acer, Dell, HP & Lenovo
5. MOBILE DEVICE MANAGEMENT: Airwatch, Filewave, GoGuardian, Lightspeed Systems & Securly
6. MOBILE PRESENTATION & CHARGING STATIONS: Anywhere Cart, Aver, Blackbox, Bretford, Copernicus, Datamation, Earthwalk, Ergotron, Kwikboost, LocknCharge, Luxor, MooreCo, PowerGistics & Spectrum
7. NOTEBOOKS & TABLETS: **HOWARD**, Acer, Asus, Dell, Fujitsu, HP, Lenovo, Microsoft, Samsung & Toshiba
8. PRINTERS (2D & 3D): 3D Systems, Brother, Craftunique, HP, Kyocera, Lexmark, Makerbot, OKI & Xerox
9. REFURBS: Charge Carts, Computers, Document Cameras, Monitors, Notebooks, Servers, Storage & Tablets
10. VR: Epson, HP, HTC Vive, Lenovo, Oculus Rift & Samsung

B | AUDIOVISUAL + INSTRUCTIONAL SOLUTIONS

1. AUDIO SOLUTIONS: AMX, Audio Enhancement, Crestron, Elmo, Extron, Lightspeed & Shure
2. BROADCASTING: Panasonic, Sony & TriCaster
3. CABLES: C2G, Comprehensive, Crestron, Liberty Cable, MonoPrice & West Penn
4. CONTROL SYSTEMS: AMX, Atlona, Crestron, Extron, FrontRow, Kramer & SP Controls
5. DOCUMENT CAMERAS: Aver, Boxlight, Elmo, Epson, HoverCam, & Lumens
6. FURNITURE: CEF, Middle Atlantic, MooreCo, Spectrum, VFI & Worthington
7. INTERACTIVE CLASSROOM SOLUTIONS: BenQ, Boxlight, Epson, Interactive Projectors, NEC, Qomo, Samsung & SMART
8. INTERACTIVE DISPLAYS: Aver, BenQ, Boxlight, Cleartouch, HoverCam, Newline, Promethean, Qomo, Ricoh, Sharp, Viewsonic & Wacom
9. INTERCOMS, BELLS & PAGING SYSTEMS: Atlas, Audio Enhancement, Extron, Harman & Valcom
10. LECTURE CAPTURE: Audio Enhancement, Crestron, Discover Video, Extron, Lumens & VBrick
11. MIXERS & MICROPHONES: AKG, Allen & Heath, Shure & Soundcraft
12. MONITORS & DISPLAYS: LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
13. MOUNTS: Chief, Peerless & Premier Mounts
14. PROJECTORS: BenQ, Boxlight, Casio, Christie, Epson, Hitachi, Infocus, NEC, Panasonic, Sony & Viewsonic
15. PROJECTOR SCREENS: Da-Lite & Draper
16. SPEAKERS & AMPS: Audio Enhancement, Crestron, Crown, Danley, Extron, JBL, Lab Gruppen, Renkus-Heinz & Tannoy
17. VIDEO CAMERAS: Audio Enhancement, Aver, Axis, Hitachi, Panasonic, Sony & Vaddio
18. VIDEO CONFERENCING: Cisco, Crestron, Lifesize, MashMe, Polycom & Zoom
19. WEBCASTING: Vivi
20. WIRELESS INTERACTIVE PADS: Elmo & Qomo

C | NETWORKING INFRASTRUCTURE SOLUTIONS

1. BACKUP & REPLICATION: Barracuda, CommVault, Cybernetics, Exagrid, HPE, Quest, Rubrik, Spectra Logic, Unitrends, Veeam, VMware & Zerto
2. BANDWIDTH MANAGEMENT SOLUTIONS: Allot & Radware
3. CONTENT FILTERING: Barracuda, ContentKeeper, ESET, FamilyZone, Fortinet, iBoss, Lightspeed Systems, Palo Alto & Securly
4. CONTINUITY SOLUTIONS: Cisco
5. COOLING, LAN STORAGE & POWER PROTECTION PRODUCTS: APC, Cyberpower, Eaton, Orion, Schneider Electric, SurgeX & Tripp Lite
6. DISASTER RECOVERY PRODUCTS: **HOWARD,** Dell EMC, Veeam & VMware
7. EMAIL ARCHIVING SOLUTIONS: Arcmail & Barracuda
8. HYPERCONVERGED: Dell EMC, HPE, HVE, NetApp & Nutanix
9. NETWORK ACCESS CONTROL: Aruba, Extreme, Fortinet & Impulse
10. NETWORK INFRASTRUCTURE: Aruba, Broadcom, Cisco, Extreme, HPE & Ruckus
11. SECURITY SOLUTIONS: Aruba, Barracuda, BitDefender, Fortinet, Juniper, McAfee, Panda Security, Radware, Sophos & Symantec
12. SERVERS: **HOWARD**, Dell, Fujitsu, HPE, HVE, IBM & Lenovo
13. STORAGE: Buffalo, Dell EMC, HVE, Overland Tandberg & Western Digital
14. VOIP: Cisco, Digium, Fortinet, Mitel, Polycom, Vertical & Zultys
15. WIRELESS: Arista Networks, Aruba, Cisco, Cradlepoint, Extreme, Fortinet, HP, Meraki, NetGear, Riverbed, Ruckus & Ubiquiti

D | VIRTUALIZATION

1. BACKUP & DATA RECOVERY: Barracuda, Nakivo, Unitrends, Veeam & Zerto
2. CLOUD: AWS, Greencloud & Microsoft
3. DESKTOP VIRTUALIZATION: Citrix, HVE, NComputing & VMware
4. SERVER VIRTUALIZATION: Citrix, HVE, Microsoft, Overland Tandberg & VMware
5. SERVERS: **HOWARD**, Dell, HPE, HVE, Lenovo & Nutanix
6. SOFTWARE-DEFINED STORAGE: DataCore & VMware
7. STORAGE: Dell EMC, HPE, HVE, Lenovo, Overland Tandberg, QNAP & Synology
8. VDI: Citrix, Dell, HVE, Inuvika, LG, NComputing & VMware

E | PHYSICAL SECURITY

1. ACCESS CONTROL: 3xLogic, ANVIZ, BFT Americas Inc., IDIS Global, IRISID, Kantech, OpenPath, Panasonic, Paxton, Proxess, Proxy, SafePass, Salto & TagMaster
2. ACTIVE SHOOTER: A.S.R.S., AMBERBOX, Athena Security, Crotega, Noice Industries & ZeroEyes
3. BEHAVIOR MANAGEMENT: IPVideo Corp.
4. BODY PROTECTION: Bulletsafe
5. CLOUD: Brivo, OpenPath & ProdataKey
6. DISPLAYS: Avue Technologies, Bosch, LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & ViewSonic
7. EMERGENCY ALERT NOTIFICATION: Audio Enhancement, Lynx, SafeKard & Singlewire
8. ENCODERS: Axis & Panasonic
9. GUARD SERVICES EQUIPMENT: MRKT-IT
10. INTERCOMS: 2N, Aiphone & Comelit
11. LIGHTING: **HOWARD**
12. MOBILE SECURITY: MRKT-IT

E | PHYSICAL SECURITY (cont'd)

13. MOUNTING & ACCESSORIES: Altronix, Axis, C2G, Moog & Panasonic
14. PERIMETER SECURITY: Boon Edam, Garrett & NightLock Lockdown
15. STORAGE: Avue Technologies, Axis, Cisco, CP Technologies, Exacq, IPConfigure, Lexmark, Milestone, Panasonic, Pivot-3, Plustek, Q-See, Seneca, SoleraTec, TRENDnet, Ubiquiti, ViewZ & Vivotek
16. SUPPORTING INFRASTRUCTURE: Altronix, Audio Enhancement, FluidMesh Networks & Ubiquiti
17. VIDEO MANAGEMENT SOFTWARE: Axis, Exacq, Milestone & Panasonic
18. VIDEO SURVEILLANCE: Audio Enhancement, Axis, Milestone, Panasonic & Verkada
19. VISITOR MANAGEMENT: AxxonSoft, IDSCAN, iLobby, SilverShield & Traction Guest

F | KIOSKS + DIGITAL SIGNAGE

1. CONTENT MANAGEMENT SOFTWARE: Discover Video, Hiperwall, Hypersign, RevelTV, Signage Live & Visix
2. DIGITAL OUTDOOR SIGNS & SCOREBOARDS: Daktronics & Optec
3. INDOOR KIOSKS: **HOWARD**
4. LARGE FORMAT DISPLAYS: LG, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
5. MEDIA PLAYERS: BrightSign, Discover Video, Viewsonic & Vivitek
6. MOUNTS & MOUNTING BRACKETS: Chief, Peerless & Premier Mounts
7. OUTDOOR KIOSKS: **HOWARD**
8. THROUGH-THE-WALL KIOSKS: **HOWARD**
9. TABLETOP KIOSKS: **HOWARD**
10. TELEMEDICINE KIOSKS: **HOWARD**
11. WAYFINDING KIOSKS: **HOWARD**, 22Miles & Visix

G | SOFTWARE SOLUTIONS

1. FEATURED SOFTWARE: Hapara & Viper
2. ANTIVIRUS: AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
3. BACKUP, RECOVERY & UTILITY: Nakivo & Symantec
4. CHROMEBOOK-ENABLING SOFTWARE: Neverware
5. CONTENT CREATION: Avid
6. CREATIVITY, DESIGN & PAGE LAYOUT: Adobe
7. IT & NETWORK MANAGEMENT: Hayes Software & Velocloud
8. NETWORK SECURITY: Absolute Software, Bitdefender, Check Point, GoGuardian & Sonicwall
9. PRINT MANAGEMENT: PaperCut
10. PROGRAMMING & WEB DEVELOPMENT: Microsoft & Rubrik
11. VIRTUALIZATION & STORAGE: Citrix, DataCore, Veeam & VMware

H | PROFESSIONAL SERVICES

1. CONSULTING: Network Assessments, Outsourced Labor & Wireless Surveys
2. INSTALLATION & DESIGN SERVICES: Audiovisual & Computing, Cabling, Distance Learning & Video Conferencing, Network and Data Centers & Wireless Access
3. MANAGED SERVICES: E-Rate Eligibility, IT Outsourcing, Network Consulting & Onsite Technicians
4. PHYSICAL SECURITY & VIDEO SURVEILLANCE SERVICES: Aver, Axis, Cisco, Lumens, Milestone, Panasonic & Salto
5. PROFESSIONAL DEVELOPMENT/TRAINING: Curriculum Training, Instructional Technologies & 21st Century Classrooms- MobileMind
6. PROGRAMMING SERVICES: Control Systems & Video Conferencing
7. SUPPORT SERVICES: Asset Tagging, Custom Imaging, Etching, HTPP, OnCall, Technology Management & White Glove Services

I | EVERYDAY ACCESSORIES

1. BAGS & CASES: Belkin, Brenthaven, CaseLogic, Greensmart, Gumdrop, Higher Ground, Incase, MaxCases, Mobile Edge & Tucano
2. HARDWARE: Cameras & Camcorders, Ink, Keyboards, Mice & Pointing Devices, Monitors, Power Devices, Printers, Projectors, Scanners, Toner & Other Accessories
3. NETWORKING: Adapters, Bridges, Cables, Cards, Hubs, IP Telephony, Modems, Routers, Security Devices, Switches, Video Conferencing Products, WAPs & Other Accessories
4. PRINTING CONSUMABLES: Brother, Canon, HP, Lexmark & PCI

J | PRO DEVELOPMENT | TEACHING + LEARNING

1. FUSION: FUSION is HOWARDedu's Professional Learning Model that takes teaching, standards, content and pedagogy, and fuses it with technology to create new learning environments where students are engaged in daily instruction.
2. AUDIO ENHANCEMENT: Educators need tools they can use everyday to improve teaching and learning in the classroom. Our professional development will show teachers how to use Audio Enhancement tools to reach all students in the classroom.
3. CODING: Discover how to incorporate computer science into the core curriculum and teach the computational skills needed to engage students with coding, robots and STEM tools.
4. MOBILEMIND: MobileMind's differentiated and time-conscious virtual training builds capacity and helps drive adoption of technology usage.
5. STEMFUSE: Discover the best STEM-based Curriculum software.

K | eSPORTS SOLUTIONS

1. GAMING DESKTOPS: **HAVOC**[PC], Acer, Asus, Dell, HP & Lenovo
2. GAMING FURNITURE: Spectrum
3. GAMING HEADSETS: Corsair
4. GAMING KEYBOARDS: Corsair
5. GAMING LAPTOPS: **HAVOC**[PC], Acer, Asus, Dell, HP & Lenovo
6. GAMING MICE: Corsair
7. GAMING MONITORS: Asus, HP, Lenovo & Viewsonic
8. GRAPHICS CARDS: Acer & Asus

L | E-COMMERCE (www.howardedu.com)

1. PREMIERE WEBSITE CUSTOMIZATION
2. SHOP BY APPROVED PRODUCTS PAGE (APP)
3. SHOP BY CONTRACT: BuyBoard, NASPO ValuePoint, NCPA & TIPS/TAPS
4. SHOP BY ROOM

OUTSIDE REP

EMAIL

PHONE

INSIDE REP

EMAIL

PHONE

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Howard HTPP Program

HTPP
Howard Technical Partnership Program
Fast, Flexible, and Free

Howard Technology Solutions realizes that many organizations handle basic hardware service and support in one of two ways: they either make a significant investment in establishing and maintaining a group of local service providers, or they use their own internal support staff. For this reason, we have developed the Howard Technical Partnership Program (HTPP) so we can satisfy either option by facilitating timely, cost-effective, quality service in conjuction with our high standards for customer satisfaction.

Managed by our 100% US-based support engineers and technicians, HTPP is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs. Participation is easy; simply complete an HTPP application online at www.howardcomputers.com/support.

"Howard's Technical Partnership Program is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs."






Program Highlights

- No subscription fee or certification requirements
- Labor reimbursement for authorized repairs
- Expedited service and/or replacement part ordering
- Free consultation to determine your optimal parts inventory with on-site parts inventory available to qualifying organizations
- You NEVER pay for defective parts and shipping is FREE as long as the warranty claim is valid!

Howard System and Technology Advancement Updates

Receive frequent updates highlighting our new technologies; system improvements; and information on the latest Howard desktops, notebooks, servers, and much more.

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Program Details

By participating in HTPP, you will enjoy the benefits listed below:

- No annual subscription fee. We do not charge any fee for participating in HTPP.
- No certification requirements. We do not require you to have or maintain any type of professional certifications such as COMPTIA A+, COMPTIA Network, or Microsoft® certifications. However, we do encourage you to obtain certifications as appropriate and do weight these certifications when reviewing your application.
- Labor reimbursement. Receive labor reimbursement for qualified repairs performed on Howard branded systems during the on-site warranty maintenance period. The labor reimbursement is for touch-labor on a per incident basis regardless of the number of components or subassemblies replaced. The reimbursement amount is dependent upon geographic location and negotiated prior to execution of the Howard Technology Solutions Warranty Service Agreement.
- Expedited spare parts ordering. You may order spare parts via email or the web directly from the factory without any requirement to call us. As an HTPP member, we are assured your organization has the skilled, technical staff to properly troubleshoot and diagnose system problems and issues. Your technical staff is only required to provide exact error message and accurate diagnostic steps in determining the actual problem of the faulty hardware.
- Recommended spare parts list. We will provide a recommended spare parts list to assist your organization in maintaining the correct number and types of spare parts. This will help you keep spare parts costs to an absolute minimum. And because we maintain an exhaustive history of all ordered parts, we can provide you with a very precise spare parts inventory recommendation.



- On-site consignment spare parts inventory. For qualifying organizations, we will enable you to maintain a spare and a replacement part(s) inventory on-site so that you can re-stock your inventory with the replacement part(s).
- Centralized inventory of spare parts. Howard Technology Solutions maintains an abundant inventory of spare and replacement parts at our manufacturing facility to ensure that when you need a spare part, it is readily available.
- You must contact us to obtain a Return Material Authorization (RMA) number whenever you encounter a defective part.
- We will send you the replacement part. With Howard Technology Solutions, you NEVER pay for defective parts as long as the warranty claim is valid.
- A shipping label(s) is included with the replacement part to return the defective part.
- You return the defective part using the shipping label(s) so that you avoid additional costs.

For additional information please contact our Technical Support Department at 888.323.3151 or 601.399.5774 (fax).

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Howard Project Design and Management

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As a value-added service, Howard Technology Solutions is pleased to provide project design and installation services for audio visual equipment, networking equipment, and physical security equipment to include project management and system integration. Our standard operating procedures include Scope Management, Schedule Management, Cost Management, Task Management, and Quality Management to ensure all projects are kept on schedule and on budget.

Scope Management is handled by our Presales Team. A presales engineer meets with the customer for a thorough site survey which includes inspecting the space where the installation will take place, taking measurements, pictures, and gathering all pertinent information. Our engineer will speak at length with the customer regarding their expectations, current room functionality, and final room functionality required/expected. This information is passed on to our design engineer who then creates the bill of materials based on the site survey information provided. A scope of work is created and provided to the customer for review. Once the scope of work has been finalized, a line drawing is generated for the system and provided to the project manager. All technical documents, including drawings and programming if applicable, are provided to the customer once project has been completed.

Schedule Management is handled by the assigned Project Manager. Each installation project is assigned a Project Manager who is responsible for all aspects of the project once the order for the end-user is placed. This includes product delivery, project scheduling, time management, cost management, task management, quality management, and delegation of tasks. The PM will contact the customer for dates and times that the site will be available, taking into consideration delivery and estimated delivery dates of all products purchased for the individual project. The PM will schedule the appropriate team members to fulfill tasks related to each individual project. All scheduling is verified with the customer as far in advance as possible.

Once the project has been quoted and agreed upon by the customer, the cost management of the project is overseen by the Project Manager. All costs are logged within the Howard Technology Solutions' Project Management Database where the information is monitored by the PM as well as Operations Management to ensure the project stays on budget and all expenditures are accounted for throughout the installation process.

Task Management is also overseen by the PM assigned to the individual project and executed on site by the Lead Technician. The Lead Technician stays in contact with both the PM and the customer to ensure all delegated tasks are assigned and completed by each team member daily.

Quality Management is monitored throughout each project on a daily basis by the PM and the Lead Technician to ensure all aspects of the installation are handled professionally and with the greatest quality possible. The PM will do a final walkthrough once completed, and a second walkthrough with the customer for approval. In addition, a brief tutorial is given during the walkthrough in regards to basic functionality of the system.

Additional value-added services include product training and an optional Standard Service Contract.

Training for product functionality is handled through our Presales Design Team. While a brief and basic tutorial is given through the walkthrough phase of the project completion, the end-user also has the option to purchase additional, in-depth training sessions based on the customer's

individualized needs. All training will be scheduled and carried out by our trained, certified staff to ensure the end-user is both knowledgeable and comfortable with their project functionality and operation. Optional follow-up training sessions ae also available.

The Standard Service Contract is offered as an optional value-added service for audio visual and security installations. Please see attached Standard Service Contract form for additional details.

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Howard Optional Standard Service Contract Information

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888.323.3151 *technical support*
www.Howard.com

STANDARD SERVICE CONTRACT

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's ***Standard Service Contract***. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

This Standard Service Contract (this "Contract"), entered into between Howard and _____ ("Customer"), covers the products identified in the Howard Quote #s _____ attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

1. The term of this Contract is one (1) year, beginning on the date of Howard's installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

2. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

3. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of

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Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

4. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

5. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

6. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

7. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule.

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TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

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FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and

3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to

the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - 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.
  - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	BBoyd
Date	11/16/22

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

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CERTIFICTION OF APPLICABILITY TO SUBCONRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.
I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

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CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

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REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project.

Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but

not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

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ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of

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the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	BrBoyd
Date	11/16/22

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FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	BBoyd
Date	11/14/22

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ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	BBoyd
Date	11/16/22

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STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments