



Farragut Board of Mayor & Aldermen Meeting
Thursday, May 14, 2026 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. May 7, 2026 Special Called Meeting
- IV. Mayor's Report
 - A. Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month Proclamation
 - B. Frank Galbreath Official Town of Farragut Historian Proclamation
 - C. 2026 International Museum Day Proclamation
 - D. Dot LaMarche Proclamation
- V. Ordinances & Resolutions
 - A. Ordinances
 1. First Reading
 - a. Approval of Ordinance 26-11, ordinance on first reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026 and ending June 30, 2027
 2. Second Reading & Public Hearing
 - a. Approval of Ordinance 26-07, an Ordinance of the Town of Farragut,

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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

Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

VI. Business Items

- A. Approval of Professional Services Agreement with AECOM Technical Services, Inc. for Geographic Information System services
- B. Approval of Professional Services Agreement with JMT, Inc. for Right of Way (ROW) Acquisition Services for the Virtue Road Phase II Multi-Modal Improvements Project
- C. Approval of Professional Services Agreement for McFee Road Property Master Plan
- D. Approval of Contract 2026-26 Construction of Restroom Facility at McFee Park - Dog Park
- E. Approval of a Statement of Work (SOW) for Canon U.S.A., Inc., to perform document scanning services for wide format plans for an amount not to exceed \$30,000

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. Adjournment

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.

1. 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.
2. A violation of this section is a Class A misdemeanor.



**Town of Farragut, Tennessee
Farragut Board of Mayor & Aldermen
Meeting**

Farragut Town Hall
11408 Municipal Center Drive
Thursday, May 7, 2026 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Cain, Alderman LaCroix, Mayor Williams; in addition to staff and members of the press.

II. Approval of Agenda

Motion was made to approve agenda for May 7, 2026, Special Called meeting . Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

III. Approval of Minutes

A. April 9, 2026 Workshop

Motion was made to approve minutes of the April 9, 2026 workshop meeting. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

B. April 9, 2026 Board of Mayor and Aldermen Meeting

Motion was made to approve minutes of the April 9, 2026 Board of Mayor and Aldermen meeting. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

C. April 23, 2026 Workshop

Motion was made to approve minutes of the April 23, 2026, workshop minutes. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

D. April 23, 2026 Board of Mayor and Alderman Meeting Minutes

Motion was made to approve minutes from the April 23, 2026, Board of Mayor and Aldermen meeting. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion

Passed.

IV. Mayor's Report

Mayor Williams thanked everyone who attended his presentation at the Museum History Hour.

Alderman Cain stated that he attended the ribbon cuttings for three new businesses that opened in Farragut this week and expressed that all three events were well attended.

Alderman LaCroix read the Proclamation for Building Safety Month.

Alderman Cain read the Proclamation for National Travel and Tourism Week.

V. Ordinances & Resolutions

A. Ordinances

1. First Reading

- a. Ordinance 26-09, an ordinance on first reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provisions., 2. *Basis for Establishing the Areas of Special Flood Hazard*, to update the referenced Community Panel Numbers for 0243G and 0244G, to reference the LOMR effecting these panel numbers and that became effective February 10, 2026

Motion was made to approve Ordinance 26-09 on first reading to amend the Farragut Code of Ordinances, Appendix A - Zoning, Chapter 4. General Provisions and Exceptions, Section VIII. - Farragut Municipal Flood Damage Prevention Regulations, Section C. General Provision. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

VI. Business Items

A. Reappointment to the Visual Resources Review Board

Motion was made to reappointment of Brittany Moore to the Visual Resources Review Board. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

B. Approval of Professional Services Agreement with Tunnell-Spangler & Associates (TSW) for professional services to completely update the Town's existing Comprehensive Land Use Plan (CLUP) that was adopted in December of 2012.

Alderman Cain expressed concerns that the Board should wait until after the election to address the contract. He also suggested selecting another firm to provide this

service, since the Town used TSW recently.

Alderman LaCroix requested additional information from Assistant Community Development Director Bart Hose regarding the four companies that responded to the RFP and the ratings assigned during the staff review process.

Mayor Williams addressed Alderman Cain's concern about waiting until after the election. Mayor Williams indicated that the project would span several a year and a future Board would be voting on the plan.

Citizen Comment — Joey Ruffalo, 11319 Campbell Lakes Drive

Motion was made to approve the Professional Services Agreement with Tunnell-Spangler & Associates to update the Town's existing Comprehensive Land Use Plan that was adopted in December 2012. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Alderman LaCroix, Mayor Williams; voting nay, Alderman Cain; motion Passed.

C. Approval of Contract 2026-24, South Monticello Road Culvert Replacement.

Motion was made to approve Contract 2026-24 for the South Monticello Road Culvert Replacement. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

D. Approval of Request from First Utility District for Easements on Town-owned Property at 11700 Campbell Lakes Drive

Motion was made to approve the request from First Utility District for Easements on Town-owned Property at 11700 Campbell Lakes Drive. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

E. Approval of Supplement Request 2 from Urban Engineering, Inc. for Additional Design Services for Sonja Drive/Admiral Road Sidewalk Project

Motion was made to approve Supplement Request 2 from Urban Engineering, Inc. for Additional Design Services for Sonja Drive / Admiral Road Sidewalk Project. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

VII. Citizens Forum

There were no speakers.

VIII. Town Administrator's Report

Town Administrator David Smoak highlighted that the Farragut Museum received the Project Excellence Award for the Farragut Museum History Hour and the Publication

Excellence Award for the Farragut Museum History Booklet during the East Tennessee Historical Society awards ceremony. Mr. Smoak also provided dates for upcoming Town events, including the Bob Watt Fishing Rodeo at Anchor Park, the Farragut Museum History Cemetery Tour, Chalk the Plaza at Mayor Ralph McGill Plaza, and the Dixie Lee Farmers Market, which is open now through October. He also advised that applications for committee seats will close on May 22, 2026.

IX. Town Attorney's Report

No report

X. Adjournment

Mayor Williams adjourned the meeting at 7:00PM

Ron Williams, Mayor

Hailey Russell, Town Recorder



Town of Farragut

PROCLAMATION

WHEREAS, Ehlers-Danlos syndromes (EDS) are a group of 13 heritable connective tissue disorders that together affect 1 in 5,000 people. Each type of EDS has its own set of symptoms, but some features are seen across all types of EDS, including joint hypermobility, skin hyperextensibility, and tissue fragility.

WHEREAS, Hypermobility spectrum disorders (HSD) are connective tissue disorders that cause joint hypermobility, instability, injury, and pain. Other symptoms, such as fatigue, headaches, GI problems, and autonomic dysfunction are also often seen as part of HSD.

WHEREAS, There is no cure for any type of EDS or HSD. The conditions are managed by addressing a person's symptoms. EDS and HSD can cause a variety of symptoms in many different areas of the body, so many people with these conditions often require multiple providers in different specialties to manage their care.

WHEREAS, Access to professionals who are knowledgeable about EDS and HSD is limited in Farragut, Tennessee. Lack of awareness about EDS and HSD in Farragut, Tennessee and across the world stands in the way of diagnosis, management, and research of these conditions.

WHEREAS, Awareness about EDS and HSD by both medical professionals and the general public can help improve the lives of people living with EDS and HSD in Farragut, Tennessee.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Mayor and Aldermen of the Town of Farragut, Tennessee hereby declares May 2026 as Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month.

THAT a copy of this resolution be distributed to The Ehlers-Danlos Society.

Signed this 14th day of May 2026.

Ron Williams, Mayor



PROCLAMATION

Town of Farragut Historian

WHEREAS, Frank Galbreath has been a resident of the Town of Farragut for 85 years, and throughout that time has demonstrated a deep love for his community and the many people whose lives he has enriched; and

WHEREAS, Frank Galbreath faithfully served his community as an educator for 40 years, including three years at Halls Middle where he started the track team in 1967. Followed by 36 years at Farragut Middle School, and one year at Concord Christian School; and

WHEREAS, Frank Galbreath has presented the Day of Infamy program for more than 20 years. First for his middle school students and then later for the Farragut Museum as a special speaker around December 7th each year, sharing important historical perspectives with the community; and

WHEREAS, Frank Galbreath has generously shared his knowledge about the history of our area, including the Concord and Farragut communities as well as the official founding of the Town at the Introduction to Farragut classes since 2013, with presentations that are consistently engaging and uniquely delivered; and

WHEREAS, Frank Galbreath Day of Infamy program for more than 20 years. First for his classes at the Middle School and then for the Museum as a special speaker around December 7th every year; and

NOW THEREFORE, BE IT RESOLVED, that in recognition of his unwavering commitment to preserving and sharing the rich history of the Town of Farragut and surrounding areas , his dedication to inspiring the community and his many years of distinguished service, the Board of Mayor and Aldermen and the Museum Committee of the Town of Farragut, Tennessee do here by recognize Frank Galbreath as the...

Official Town of Farragut Historian

Signed this 14th Day of May 2026

Ron Williams, Mayor



PROCLAMATION

International Museum Day

WHEREAS, Museums are vital institutions that preserve our shared heritage and history, foster cultural understanding, and inspire curiosity, learning, and fun for people of all ages; and

WHEREAS, Observed annually on May 18, International Museum Day was organized by International Council of Museums to raise awareness about the importance of museums as spaces for cultural exchange education, and promotion of peace and understanding in communities throughout the world; and

WHEREAS, The theme for 2026 International Museum Day is Museums *Uniting a Divided World*. This theme emphasizes the role museums play in bridging cultural and social divides, fostering dialogue, inclusion, and the peaceful sharing of information for all to enjoy; and

WHEREAS, The Town of Farragut and the Farragut Museum recognize the importance of the role that the Museum plays in our community. From the wonderful displays and artifacts to the educational seminars, to the informative historical markers throughout the town, the talented Museum team is dedicated to celebrating the rich history of Farragut and our surrounding area.

NOW THEREFORE, BE IT RESOLVED, The Board of Mayor and Aldermen of the Town of Farragut, Tennessee do here by designate May 18, 2026, as International Museum Day.

Signed this 14th Day of May 2026

Ron Williams, Mayor



PROCLAMATION

Honoring Dorothy “Dot” LaMarche

WHEREAS, on May 19, 2026, Dorothy “Dot” LaMarche, a longtime resident of Farragut, will celebrate her 90th birthday; and

WHEREAS, Dot served the Town of Farragut for thirteen years on the Board of Mayor and Aldermen, including seven years as Vice Mayor, helping guide the Town’s growth and development while advocating for its residents; and

WHEREAS, Dot has served on numerous Town boards and committees, including the Board of Zoning Appeals, Farragut Municipal Planning Commission, Arts and Beautification Committee, and Farragut Museum Committee, contributing to the preservation, history, and beauty of the community; and

WHEREAS, Dot LaMarche enjoyed a remarkable nursing career spanning more than 35 years, serving communities across the Southeast before retiring and continuing her commitment to service through volunteer work at local hospitals and throughout the Farragut community; and

WHEREAS, Dot’s dedication to volunteerism, historic preservation, and public service has positively impacted countless residents and helped shape the Town of Farragut into the community it is today; and

WHEREAS, Dot has represented Farragut through leadership and service with municipal organizations at the state and national level, including the Tennessee Municipal League and the National League of Cities’ Women in Municipal Government; and

WHEREAS, Dot’s kindness, wisdom, integrity, and servant leadership have earned the admiration and respect of friends, colleagues, and generations of Farragut residents; and

WHEREAS, the Town of Farragut is proud to recognize and celebrate Dot LaMarche for her extraordinary contributions, her lifelong dedication to others, and her unwavering love for her community;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Mayor and Aldermen of the Town of Farragut hereby recognize and honor Dorothy “Dot” LaMarche for her 90th birthday, and express sincere gratitude for her many years of faithful service, leadership, and volunteerism to the Town and its citizens.

BE IT FURTHER PROCLAIMED, that May 19, 2026, be recognized as...

Dorothy “Dot” LaMarche Day

Signed this 14th day of May 2026

Ron Williams, Mayor

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**Prepared By:** David Smoak, Town Administrator**Subject:** Approval of Ordinance 26-11, ordinance on first reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026 and ending June 30, 2027**Introduction & Background:** The purpose of this agenda item is to approve Ordinance 26-11 on first reading, adopting the annual budget for the Town of Farragut for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027.**Discussion & Recommendations:** The planning for the fiscal year end 2026 and projected 2027 budget that starts on July 1 has been in process since December 2025 when town staff began the strategic planning process for the year and the Board of Mayor and Aldermen set out its priorities in January 2026. This year our local economy has continued to be resilient and is reflected through positive sales tax growth in the current fiscal year and continued residential and commercial development in FY2026 that will continue throughout FY2027.**GENERAL FUND**

The proposed year-end FY2026 General Fund revenues are estimated at \$18,601,382, with expenditures of \$11,742,961. This year-end estimate accounts for a 4.4% increase in general fund revenue from the FY26 budget, with the largest contributor to that increase being interest earnings on reserves. The proposed FY2027 General Fund revenues are \$19,225,404, due to projected increases in local sales tax and state sales tax. Local sales tax revenue is estimated to increase 2.5% from FY26 estimated end-of-year projection to \$11,032,897. This revenue source accounts for 57.3% of the Town's total general fund revenue. A second major revenue source is State Sales Tax. This tax is distributed from the State of Tennessee to local governments and is based on the Farragut population base, which is currently estimated at 25,242 according to the Tennessee State Data Center. Total FY27 proposed revenue in State Sales Tax is \$3,300,000. Overall, FY2027 General Fund revenues are projected to increase 7.9% over the budget for FY2026.

General Fund Expenditures for FY2027 are proposed at \$13,161,660, which is an 8.2% increase over the FY2026 budget. All employee salary ranges would adjust with the implementation of a 3% COLA, and employees could also be eligible for up to a 3% merit package based on their performance evaluation. The cost to implement the COLA and merit package for personnel is \$396,000. The budget also includes higher expenses for employee health insurance that are estimated to cost an additional 7% over FY26 for an increase of \$106,520. To offset these rising costs, the employer/employee contribution split will change from 90%/10% to 88%/12%. This adjustment will reduce this overall health insurance increase to the budget by \$34,584. The overall increase for

COLA, merit and employee health insurance is estimated at \$467,936. For FY27, the Town Administrator is proposing a series of program changes that includes new positions, reclassification of positions, and pay adjustments. These changes are designed to support service delivery demands, organizational alignment and operational efficiency across departments. The proposed personnel changes include:

Position Addition or Change	Budget Impact
Economic Development Coordinator	\$115,936
IT Manager to IT Director	\$13,467
Part Time IT Technician	\$41,007
Plans Examiner	\$126,314
Reclass of Traffic Signal Technician	\$11,430
Park Maintenance Technician I	\$74,909
Part Time Park Maintenance Tech to Seasonal Tech	(\$5,574)
Part Time Tourism Attendant	\$19,502
Part Time Museum Attendant	\$27,394
Lead Rec & Event Attendant to Rec & Event Program Coordinator	\$6,745
Total Budget Impact	\$431,130

The overall General Fund budget projects \$6.0 million in revenues over expenditures for FY27. The budget funds the rainy-day fund at a total of \$3.95 million, with an assigned fund balance of \$7 million and an available projected fund balance at the end of the FY27 budget year to be \$22.6 million.

STATE STREET FUND

The State Street Aid Fund has projected revenues of \$1,050,400 and estimated expenditures of \$2,283,000. This fund is primarily used to resurface streets in the Town of Farragut. With energy prices remaining high due to the current conflict in the Middle East, the number of lane miles the town can repave will require additional funding to keep pace with our historical average. Based on current funding, approximately 13 lane miles are projected to be repaved in the next repaving schedule. At the end of the FY27 budget there will be an estimated \$1,261,513 in fund balance.

TOURISM FUND

The Tourism Fund is a special revenue fund where the primary source of funding comes from the 3% occupancy tax on hotel night stays by visitors to the local Farragut hotels. Revenues from hotel stays have remained consistent due to the heavy travel volume along the I-75/I-40 corridor and the convenient shopping and entertainment in the area, with estimated revenues for FY27 at \$612,549. In FY27 the Tourism Fund is receiving ARPA grant funds from the State of Tennessee of \$21,249, which will be utilized for additional marketing and promotional opportunities for the tourism program. The Tourism Fund this year has two large initiatives that are being funded, including the purchase of a portable stage for events and phase two of the wayfinding program for a total budget of \$498,000. The Farragut Museum has seen a steady increase in visitors this past year with new programming initiatives and special exhibits bringing interest in the history of the Farragut area. Total projected expenditures in FY27 are \$122,963. Proposed Tourism Fund expenditures for FY27 are \$1,200,984, with an ending fund balance of \$335,041.

EQUIPMENT REPLACEMENT FUND

The Equipment Replacement Fund provides a long-term plan for equipment and vehicle replacement and has projected expenditures of \$265,000 in FY27 and a transfer from the general fund of \$235,000. There will be an estimated fund balance in the Equipment Replacement fund of \$1,294,226 at the end of FY27.

ADA CAPITAL PROJECTS FUND

The ADA Capital Projects Fund does not have any major projects planned for FY2027. Since developing the Town's ADA Transition Plan in 2018, the Town has made improvements to Anchor Park, Mayor Bob Leonard Park, Town Hall improvements and dozens of curb ramps as street resurfacing projects are completed. There are more proposed curb ramps to be replaced in FY2027 to be brought into compliance with ADA standards and those funds will be paid out of the State Street Aid Fund. There is a proposed \$150,000 transfer from the General Fund to the ADA Fund in FY2027, with a projected fund balance of \$1,091,951.

CAPITAL INVESTMENT PROGRAM FUND

The Capital Investment Program (CIP) Fund budget has a total of \$8,778,000 in projects planned to get underway in FY27. These projects include Enterprise Resource Planning software upgrades for Community Development; upgrades to various park facilities; design and engineering for improvements to McFee Road and the entrance to the McFee Road property; construction of improvements to various streets and crosswalks for the new Farragut Elementary School; intersection improvements at Grigsby Chapel Road/St. John Court; construction of a roundabout at Watt Road at the southern entrance to Mayor Bob Leonard Park; and adaptive traffic signal upgrades throughout Farragut. Revenues for the CIP come from Town resources in the form of a \$7,000,000 transfer from the General Fund, \$1,078,000 from CIP Reserves, and \$600,000 from federal and/or state matching grants. Overall, the FY2027 projected available fund balance is \$13,280,451.

INSURANCE FUND

The Insurance Fund includes funding for retiree health insurance and annual leave disbursements at an employee's retirement date. There are no budget transfers from the General Fund proposed in the FY27 budget. Expenditures are projected to be \$138,400, with an available fund balance of \$222,500.

The FY2027 budget aligns with the Town of Farragut strategic plan of Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs; Enhancing the Town's Financial Position; Collaborating at a Local, State and Federal level; Supporting and Caring for our Team; and Advancing a High-Quality and Well-Maintained Community. The FY2027 budget will allow the Town of Farragut to continue providing exceptional service to our community while living well within our projected revenues and maintaining a healthy fund balance.

Recommended By:

David Smoak, Town Administrator for approval.

Proposed Motion:

Approval of Ordinance 26-11, ordinance on first reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026, and ending June 30, 2027

ORDINANCE 26-11
PREPARED BY Smoak
1ST READING May 14, 2026
2nd READING May 28, 2026
PUBLISHED IN Farragut Press
DATE April 30, 2026

**AN ORDINANCE OF THE
TOWN OF FARRAGUT, TENNESSEE
ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Local Taxes	\$ 10,899,674	\$ 10,763,802	\$ 11,032,897
State Sales Tax	2,958,707	2,910,000	3,300,000
Wholesale Beer, Liquor & Mixed Drink Tax	1,680,536	1,670,800	1,715,000
Intergovernmental	842,848	783,445	765,045
Building Permits & Licenses	793,835	672,000	689,400
Recreation Fees	513,816	480,100	495,000
Traffic Enforcement Program & Fines	32,448	64,000	64,000
Rent	182,974	156,203	161,962
Miscellaneous	1,355,760	1,101,032	1,002,100
Total Revenues and Other Financing Sources	\$ 19,260,598	\$ 18,601,382	\$ 19,225,404
Appropriations			
Expenditures			
Legislative	\$ 30,610	\$ 47,110	\$ 67,350
Town Court	53,585	52,615	66,258
Administration	684,196	769,214	851,506
Finance	475,838	525,689	501,932
Information Technology	620,564	852,151	1,101,772
Human Resources	289,964	451,286	524,210
Communications	222,059	239,869	294,480
Engineering	908,137	1,048,053	1,130,678
Community Development	1,254,805	1,382,319	1,676,537
General Government	269,131	378,550	387,550
Public Works	1,758,149	2,283,905	2,322,567
Non-Departmental	779,457	707,200	915,200
Community Center	568,713	639,350	729,904
Parks Department	1,890,066	2,262,150	2,364,634
Economic Development	112,500	103,500	225,481
Other Financing Uses			
Transfers Out - to other funds	7,675,000	6,375,000	7,385,000
Total Appropriations	\$ 17,592,774	\$ 18,117,961	\$ 20,545,059
Change in Fund Balance (Revenues - Appropriations)	1,667,824	483,421	(1,319,655)
Beginning Fund Balance July 1	32,722,861	34,390,685	34,874,106
Ending Fund Balance June 30	\$ 34,390,685	\$ 34,874,106	\$ 33,554,451
Ending Fund Balance as a % of Total Appropriations	195.5%	192.5%	163.3%
Number of FTE Employees	83	73	77

STATE STREET AID FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
State Gas and Motor Fuel Taxes	\$ 823,644	\$ 850,917	\$ 928,000
Interest Earnings	142,336	120,000	122,400
Other Financing Sources			
Transfers In - from other funds	1,500,000	-	-
Total Revenues and Other Financing Sources	\$ 2,465,980	\$ 970,917	\$ 1,050,400
Appropriations			
Road & Sidewalk Maintenance	\$ 1,490,877	\$ 2,294,754	\$ 2,283,000
Total Appropriations	\$ 1,490,877	\$ 2,294,754	\$ 2,283,000
Change in Fund Balance (Revenues - Appropriations)	975,103	(1,323,837)	(1,232,600)
Beginning Fund Balance July 1	2,842,847	3,817,950	2,494,113
Ending Fund Balance June 30	\$ 3,817,950	\$ 2,494,113	\$ 1,261,513
Ending Fund Balance as a % of Total Appropriations	256.1%	108.7%	55.3%

TOURISM FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Room Occupancy	\$ 536,280	\$ 555,000	\$ 557,000
Event Tickets/Fees	10,486	-	-
Interest Earnings	53,953	50,000	30,000
Museum & Gift Shop Revenue	-	2,800	4,300
ARPA Grant Funding	33,318	47,500	21,249
Total Revenues and Other Financing Sources	\$ 634,037	\$ 655,300	\$ 612,549
Appropriations			
Tourism	\$ 474,461	\$ 900,626	\$ 1,078,021
Farragut Museum	36,910	54,625	122,963
Total Appropriations	\$ 511,371	\$ 955,251	\$ 1,200,984
Change in Fund Balance (Revenues - Appropriations)	122,666	(299,951)	(588,435)
Beginning Fund Balance July 1	1,100,761	1,223,427	923,476
Ending Fund Balance June 30	\$ 1,223,427	\$ 923,476	\$ 335,041
Ending Fund Balance as a % of Total Appropriations	239.2%	96.7%	27.9%

ADA CAPITAL PROJECTS FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 31,474	\$ 29,000	\$ 20,000
Transfers In - from other funds	150,000	150,000	150,000
Total Revenues and Other Financing Sources	\$ 181,474	\$ 179,000	\$ 170,000
Appropriations			
ADA Improvements	\$ 0	\$ 0	\$ 0
Total Appropriations	\$ 0	\$ 0	\$ 0
Change in Fund Balance (Revenues - Appropriations)	181,474	179,000	170,000
Beginning Fund Balance July 1	561,477	742,951	921,951
Ending Fund Balance June 30	\$ 742,951	\$ 921,951	\$ 1,091,951
Ending Fund Balance as a % of Total Appropriations	7429509900.0%	9219509800.0%	10919509700%

EQUIPMENT FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 64,496	\$ 40,000	\$ 36,000
Sale of Equipment	36,750	10,000	10,000
Transfers In - from other funds	725,000	225,000	235,000
Total Revenues and Other Financing Sources	\$ 826,246	\$ 275,000	\$ 281,000
Appropriations			
Major Equipment	\$ 324,553	\$ 488,000	\$ 265,000
Total Appropriations	\$ 324,553	\$ 488,000	\$ 265,000
Change in Fund Balance (Revenues - Appropriations)	501,693	(213,000)	16,000
Beginning Fund Balance July 1	989,533	1,491,226	1,278,226
Ending Fund Balance June 30	\$ 1,491,226	\$ 1,278,226	\$ 1,294,226
Ending Fund Balance as a % of Total Appropriations	459.5%	261.9%	488.4%

INSURANCE FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 19,496	\$ 20,400	\$ 10,000
Transfers In - from other funds	50,000	-	-
Total Revenues and Other Financing Sources	\$ 69,496	\$ 20,400	\$ 10,000
Appropriations			
Retirement Benefit	\$ 34,677	\$ 30,000	\$ 103,000
OPEB Administrative Expense	-	-	5,400
OPEB Health Cost	8,979	52,000	30,000
Total Appropriations	\$ 43,656	\$ 82,000	\$ 138,400
Change in Fund Balance (Revenues - Appropriations)	25,840	(61,600)	(128,400)
Beginning Fund Balance July 1	386,660	412,500	350,900
Ending Fund Balance June 30	\$ 412,500	\$ 350,900	\$ 222,500
Ending Fund Balance as a % of Appropriations	944.9%	427.9%	160.8%

SECTION 2: At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2026
General Fund	\$ 34,874,106
State Street Street Aid Fund	2,494,113
Tourism Fund	923,476
ADA Capital Projects	921,951
Equipment Fund	1,278,226
Insurance Fund	350,900

SECTION 3: During the coming fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	\$ 300,000.00	\$ 300,000.00	\$ -
Enterprise Resource Planning (ERP)	\$ 150,000.00	\$ 150,000.00	\$ -
Anchor Park Fencing	\$ 65,000.00	\$ 65,000.00	\$ -
MBLP Ball Diamond Improvements	\$ 106,000.00	\$ 106,000.00	\$ -
MBLP Pathway Replacement	\$ 930,000.00	\$ 930,000.00	\$ -
McFee Park Phase 5: Dog Park	\$ 400,000.00	\$ 400,000.00	\$ -
McFee Road Property	\$ 400,000.00	\$ 400,000.00	\$ -
Adaptive Traffic Signal Upgrades	\$ 250,000.00	\$ 250,000.00	\$ -
Battery Backups at Priority Intersections	\$ 192,000.00	\$ 192,000.00	\$ -
Boring Road Closure	\$ 50,000.00	\$ 50,000.00	\$ -
Boring Road Mid-Block Pedestrian Crossing	\$ 150,000.00	\$ 150,000.00	\$ -
Boring Road/Smith Road Intersection Improvements	\$ 75,000.00	\$ 75,000.00	\$ -
Everett Road Greenway Connection	\$ 150,000.00	\$ 150,000.00	\$ -
Grigsby Chapel Road/St. John Court Intersection Improvements	\$ 700,000.00	\$ 700,000.00	\$ -
I-40/Campbell Station Interchange	\$ 500,000.00	\$ 500,000.00	\$ -
Illuminated Street Signs	\$ 220,000.00	\$ 220,000.00	\$ -
Municipal Center Drive and Jamestown Blv Extension Study	\$ 126,000.00	\$ 126,000.00	\$ -
Red Mill Trailhead	\$ 150,000.00	\$ 150,000.00	\$ -
Sonja Drive/Admiral Road Multi-Modal Improvements	\$ 75,000.00	\$ 75,000.00	\$ -
Stormwater Improvements	\$ 400,000.00	\$ 400,000.00	\$ -
Sugarwood Drive Access to Kingston Pike	\$ 1,800,000.00	\$ 1,800,000.00	\$ -
Traffic Monitoring Cameras	\$ 119,000.00	\$ 119,000.00	\$ -
Turkey Creek Road Multi-Modal Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Watt Road Roundabout	\$ 970,000.00	\$ 970,000.00	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Anchor Park Playground and ADA Access	\$ 425,000.00	\$ 425,000.00	\$ -
MBLP Ball Diamond Improvements	\$ 392,000.00	\$ 392,000.00	\$ -
MBLP Field 3 Turf Replacement	\$ 725,000.00	\$ 725,000.00	\$ -
McFee Road Property	\$ 1,975,000.00	\$ 1,975,000.00	\$ -
McFee Park Splash Pad Elements	\$ 80,000.00	\$ 80,000.00	\$ -
McFee Soccer Field - Synthetic Turf	\$ 1,025,000.00	\$ 1,025,000.00	\$ -
Pocket Park Development	\$ 475,000.00	\$ 475,000.00	\$ -
Adaptive Traffic Signal Upgrades	\$ 100,000.00	\$ 100,000.00	\$ -
Campbell Station Road/Eddy Courtney Way Intersection Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Evans Road Multi-Modal Improvements	\$ 4,050,000.00	\$ 4,050,000.00	\$ -
I-40/Campbell Station Interchange	\$ 8,250,000.00	\$ 8,250,000.00	\$ -
Illuminated Street Signs	\$ 300,000.00	\$ 300,000.00	\$ -
KP Pedestrian Underpass at N. Fork Turkey Creek	\$ 825,000.00	\$ 825,000.00	\$ -
KP/West End Intersection Improvements	\$ 70,000.00	\$ 70,000.00	\$ -
Municipal Center Drive Extension to Kingston Pike	\$ 3,900,000.00	\$ 3,900,000.00	\$ -
Old Stage Road Pedestrian Crossings	\$ 335,000.00	\$ 335,000.00	\$ -
Old Stage/McFee New Signal	\$ 830,000.00	\$ 830,000.00	\$ -
Sonja Drive/Admiral Road Multi-Modal Improvements	\$ 1,975,000.00	\$ 1,975,000.00	\$ -
Stormwater Improvements	\$ 2,000,000.00	\$ 2,000,000.00	\$ -
Turkey Creek Road Multi-Modal Improvements	\$ 2,200,000.00	\$ 2,200,000.00	\$ -
Virtue Road-Phase II Multi-Modal Improvements (Brookmere to Boyd Station)	\$ 8,246,513.00	\$ 8,246,513.00	\$ -

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 5: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$25,000 by the Town Administrator, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 7: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller’s Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller’s Designee.

SECTION 8: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 9: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect July 1, 2026, the public welfare requiring it.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

Subject: Approval of Ordinance 26-07, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Introduction & Background: The purpose of this agenda item is to approve Ordinance 26-07 to amend the Capital Investment Program Fund for the final design costs with the completion of the Campbell Station Inn Renovation Project.

Discussion & Recommendations: There have been no changes since first reading.

The Town received invoices in fiscal year 25 and 26 for design costs from Brewer Ingram Fuller Architects Inc. for the Campbell Station Inn Renovation Project in which the budget for design needs to be rolled forward to the fiscal year 2025-26 budget. The total construction costs paid to Hickory Construction for the project was \$735,388. The budget for construction approved by the board was \$750,000. The total design costs paid to Brewer Ingram Fuller Architects Inc. were \$77,156. The budget for design, which was approved in fiscal year 2023-24 was \$250,000. At 6/30/2025 there was \$186,013 budget remaining for design. \$17,825 of the remaining design budget needs to be rolled forward to the fiscal year 2025-26. The funds will be moved from CIP reserves to CIP expenditures.

Account Number : 310-46230-9610

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
\$1,000,000	\$17,825	\$794,719	\$187,456

Account Number : CIP Available Fund Balance

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
\$3,898,947	(\$17,825)	\$3,881,122

Account Number : CIP Expenditures

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
\$25,000,885	\$17,825	\$25,018,710

Recommended By: Tessa Cortes, Finance Director - Treasurer for approval.

Proposed Motion: To approve Ordinance 26-07 on second reading.

ORDINANCE	26-07
PREPARED BY	Cortes
1 ST READING	April 9, 2026
2 ND READING	May 14, 2026
PUBLISHED IN	Farragut Press
DATE	April 29, 2026

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2025-2026 CAPITAL INVESTMENT FUND BUDGET, PASSED BY
ORDINANCE 25-10**

WHEREAS, the Town of Farragut adopted the fiscal year 2025-26 budget by passage of Ordinance Number 25-10 on June 26, 2025; 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 Capital Investment Fund budget; 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 2025-2026 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 25-10 is hereby amended by:

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from \$25,000,884.92 to \$25,018,709.92 reflecting an increase of \$17,825. This adjustment accounts for costs related to the final phase of design for the Campbell Station Inn Renovation Project which were paid for in fiscal year 2025-26. The amendment will be funded through the CIP fund balance.

SECTION 2. The Board of Mayor and Aldermen authorize the Finance Director 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

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer
Eric Schindler, Assistant Town Engineer

Subject: Approval of Professional Services Agreement with AECOM Technical Services, Inc. for Geographic Information System services

Introduction & Background: This agenda item is for the approval of Professional Services Agreement with AECOM Technical Services, Inc. as the Town of Farragut Geographic Information System (GIS) services contractor.

Discussion & Recommendations:

The Town of Farragut contracts for GIS services with \$45,500 budgeted in FY26. This amount represents a firm cap on all costs and expenses. Upon exhaustion of the allocated funds, all GIS services and expenditures shall cease unless prior written approval for additional funding is granted. The Town currently contracts with AECOM Technical Services, Inc. to provide one in-house professional at the Farragut Town Hall approximately six to eight hours each week. The current contract is carried out on a month-to-month basis with cost attributed directly to GIS contract services in FY26 at \$31,588 from July 1, 2025 through April 3, 2026. The proposed budget for FY27 includes an annual maximum of \$55,000 for GIS consulting contract services.

The Town conducted a Request for Proposals process to evaluate GIS service consultants and enter into a 3-year contract with the possibility of 2, one-year extensions with a service provider. Ten proposals were received and evaluated. The bid tabulation table is attached for reference. After review of all submittals received by the request for proposal deadline, AECOM was selected by the review committee for the GIS services contract. As the current provider of GIS contractor services, AECOM is already familiar with the Town of Farragut systems and processes, and there will be no disruption of services when transferring from the month-to-month agreement to the new professional services agreement being presented to the board today. Contractor services will begin upon contractor notification of approval by BOMA, as outlined in the attached contract agreement.

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: Approval of award of Professional Services Agreement with AECOM Technical Services, Inc. for Geographic Information System services.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **AECOM Technical Services, Inc.** (“Contractor”) for professional services for the assignment described as follows:

Project: Geographic Information System (“GIS”) Services

Location: Town of Farragut Town Hall

Description of Project: GIS Services – Ongoing Maintenance

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as described and as limited on **Attachment A**. Subject to the availability of budgeted funds, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistently with

the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client shall not be liable for any injury to the Contractor's personnel or for any damage to the Contractor's property occurring on Client premises, except to the extent caused by the Client's gross negligence or willful misconduct. The Contractor agrees to assume all risk of, and hereby waives and releases the Client, its officers, employees, and agents from, any and all claims, demands, and causes of

action arising out of or related to the performance of services under this Agreement, except for claims arising solely from the Client's gross negligence or willful misconduct.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In no event shall either party, its parent, affiliates, subsidiaries, directors, officers, and employees, be liable to the other party for any special, incidental, indirect, exemplary, punitive, or consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, anticipated profit from this job or any other job, business reputation or financing.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **[INTENTIONALLY DELETED]**

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages to the extent alleged to have arisen from a negligent act or omission

of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, reasonable attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client, and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contact Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

CONTRACTOR:

Town of Farragut

By: _____

By:  _____

Printed Name: _____

Printed Name: Mark W. Baker

Title: _____

Title: Director - East Region Digital Operations & Technology Services

Date: _____

Date: 4/30/2026

ATTACHMENT A
Basic Services

Project: Geographic Information System (“GIS”) Services
Location: Town of Farragut Town Hall

Pursuant to the Professional Services Agreement to which this Attachment A is attached, Contractor shall provide to the Client such technical services related to the Client’s GIS system as requested by Client, subject to a determination that at any given time that a request is made for services that there are adequate budgeted funds appropriated by the Client to pay for the requested services.

The Client’s governing body will allocate funding at the start of its fiscal year on July 1 in an amount it chooses for GIS services. There is no agreement as to the minimum amount Client shall appropriate or budget for GIS services. Such amount is an estimate only and is expressly subject to increase or decrease on an annual basis in accordance with the Client’s operational requirements, availability of appropriate funds, and the scope of services authorized for the fiscal year.

Consistent with the rights of the parties to suspend and/or terminate this Professional Services Agreement as set forth in Sections 6 and 8, if during the course of Client’s fiscal year its budgeted funds for GIS services are exhausted, then Client shall have no obligation to request any GIS services and Contractor shall have no obligation to provide further GIS services to Client.

So long as Client has funding available under its budget for GIS services, Contractor shall provide GIS services for Client on an as needed, as requested basis. Subject to such budgetary constraints, Contractor shall assign an individual who possesses expertise, knowledge and skills sufficient to provide GIS services needed by Client to work on-site at the Client’s main office. Such individual shall work on Client’s GIS services pursuant to a predetermined written schedule at least one day per work week, no more than eight (8) hours each day. Such individual shall collaborate with and assist the Client by monitoring, coordinating, advancing and improving the Client’s geographical information system to ensure that such system most efficiently meets Client’s GIS needs.

The Town shall not be liable for any injury to the Contractor’s personnel or for any damage to the Contractor’s property occurring on Town premises, except to the extent caused by the Town’s gross negligence or willful misconduct. The Contractor agrees to assume all risk of, and hereby waives and releases the Town, its officers, employees, and agents from, any and all claims, demands, and causes of action arising out of or related to the performance of services under this Agreement, except for claims arising solely from the Town’s gross negligence or willful misconduct.

ATTACHMENT B



RFP No. 2026-25 GIS Services

Proposal Cost Form

Job Description Hourly Rate

Job Description	Hourly Rate
Planner	\$ NA
Senior Project Manager	\$ 231.00
Project Manager	\$ 205.00
GIS Analyst	\$ 135.00
GIS System Analyst	\$ 197.91
GIS Technician	\$ 102.16
Senior Database Administrator	\$ 246.40
Database Administrator	\$ 239.99
Senior Developer	\$ 186.34
Developer	\$ 146.96
Senior Consultant/Architect	\$ 169.18
Consultant/Architect	\$ NA
Trainer	\$ 189.00
Technical Writer	\$ NA
Senior Drafter/CADD	\$ 142.53
Drafter/CADD	\$ 102.16
Expert Witness	\$ NA
Clerical	\$ 60.00
Administrative Assistant	\$ 50.00
Office Manager	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA



**Bid Tabulation
Sheet**

Bid Title: GIS Services
Bid No. 2026-25
Opening Date & Time: April 7, 2026 @ 2 p.m.

	Mi-Tech Services, Inc	InterDev	Chronicle Heritage	Dymaptic	Southeastern Surveying and Mapping	Collier Engineering Co Inc	LDA Engineering	AECOM	Samuel Engineering Inc	Surveying and Mapping, LLC
Item No.	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Planner	N/A	N/A	N/A	N/A	N/A	\$ 125.00	\$ 150.00	N/A	N/A	N/A
Senior Project Manager	N/A	\$ 175.00	N/A	N/A	N/A	\$ 190.00	\$ 250.00	\$ 231.00	N/A	\$ 190.00
Project Manager	\$120 (remote only)	\$ 125.00	\$ 170.00	\$ 236.00	\$ 177.00	\$ 157.00	\$ 200.00	\$ 205.00	\$ 194.00	\$ 145.00
GIS Analyst	\$82 (remote only)	\$ 85.00	\$ 144.50	\$ 237.00	\$ 119.00	\$ 140.00	\$ 125.00	\$ 135.00	\$ 167.50	\$ 130.00
GIS System Analyst	N/A	\$ 115.00	N/A	\$ 157.00	\$ 119.00	\$ 140.00	\$ 150.00	\$ 197.91	N/A	N/A
GIS Technician	\$260 (on-site 8hrs/week) \$79 fully remote \$97 quarterly on-site	\$ 70.00	\$ 108.00	N/A	\$ 79.00	\$ 98.00	\$ 110.00	\$ 102.16	N/A	\$ 125.00
Senior Database Administrator	N/A	\$ 125.00	N/A	\$ 280.00	\$ 154.00	\$ 120.00	\$ 175.00	\$ 246.40	N/A	N/A
Database administrator	N/A	\$ 115.00	\$ 150.00	\$ 241.00	N/A	\$ 100.00	\$ 125.00	\$ 239.99	N/A	N/A
Senior Developer	N/A	\$ 165.00	N/A	\$ 280.00	N/A	\$ 170.00	\$ 150.00	\$ 186.34	N/A	N/A
Developer	N/A	\$ 135.00	N/A	\$ 241.00	N/A	\$ 130.00	\$ 125.00	\$ 146.96	N/A	\$ 150.00
Senior Consultant/Architect	N/A	N/A	N/A	N/A	N/A	\$ 190.00	\$ 250.00	\$ 169.18	N/A	N/A
Consultant/Architect	N/A	N/A	N/A	\$ 257.00	N/A	\$ 130.00	\$ 175.00	N/A	N/A	N/A
Trainer	N/A	N/A	N/A	\$ 237.00	N/A	\$ 120.00	\$ 175.00	\$ 189.00	N/A	N/A
Technical Writer	N/A	N/A	N/A	N/A	N/A	\$ 150.00	\$ 135.00	N/A	N/A	N/A
Senior Drafter/CADD	N/A	N/A	N/A	N/A	\$ 133.00	\$ 140.00	\$ 165.00	\$ 142.53	N/A	N/A
Drafter/CADD	N/A	N/A	N/A	N/A	\$ 118.00	\$ 130.00	\$ 120.00	\$ 102.16	N/A	N/A
Expert Witness	N/A	N/A	N/A	N/A	\$ 360.00	\$ 360.00	table as needed	N/A	N/A	N/A
Clerical	N/A	N/A	N/A	N/A	\$ 79.00	\$ 70.00	\$ 100.00	\$ 60.00	N/A	N/A
Administrative Assistant	N/A	N/A	\$ 114.75	\$ 290.00	N/A	\$ 72.00	\$ 120.00	\$ 50.00	N/A	\$ 120.00
Office Manager	N/A	N/A	N/A	N/A	N/A	\$ 115.00	\$ 150.00	N/A	\$ 191.00	N/A
Data Collector/Inspector	N/A	N/A	N/A	N/A	N/A	\$ 112.00	\$ -	N/A	N/A	N/A
Senior P.E.	N/A	N/A	N/A	N/A	N/A	\$ 220.00	\$ -	N/A	N/A	N/A
E. I. T.	N/A	N/A	N/A	N/A	N/A	\$ 124.00	\$ -	N/A	N/A	N/A
Data Processing	N/A	N/A	N/A	N/A	N/A	\$ 130.00	\$ -	N/A	N/A	N/A
AI Architect	N/A	N/A	N/A	\$ 350.00	N/A	N/A	\$ -	N/A	N/A	N/A
Registered land surveyor	N/A	N/A	N/A	N/A	N/A	N/A	\$ 200.00	N/A	N/A	N/A
Surveyor Crew Chief	N/A	N/A	N/A	N/A	N/A	N/A	\$ 150.00	N/A	N/A	N/A
Surveyor Field Technician	N/A	N/A	N/A	N/A	N/A	N/A	\$ 125.00	N/A	N/A	N/A
Project Controls Estimating	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	155	N/A



Bid tabulations with award recommendations are posted to Vendorlink www.vendorlink.com, the Town of Farragut website, www.townoffarragut.org, and Beacon, www.beaconbid.com.

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Request for Proposals (Names Only)

Bid Title: GIS Services	
Bid No: 2026-25	
Opening Date & Time: April 7, 2026 @ 2:00pm	
Vendor	Vendor City/State
AECOM Technical Services, Inc	Greeneville, SC
Collier Engineering Co, Inc	Nashville, TN
Moravec Labs dba Dymaptic	Portland, OR
InterDev	Alpharetta, GA
Lamar Dunn & Associations (LDA Engineering)	Alcoa, TN
Mi-Tech Services, Inc	Brownsville, WI
PaleoWest, LLC dba Chronicle Heritage	Pheonix, AZ



Request for Proposals (Names Only)

Samuel Engineering	Greenwood Village, CO
Southeastern Surveying and Mapping Corp	Dotham, AL
Surveying and Mapping, LLC	Knoxville, TN

RFP Under Evaluation

Tessa Cortes

tcortes@townoffarragut.org



Town of Farragut

Request for Proposals #2026-25
For
GIS Services

All Proposals Must be Submitted To:
Town Hall
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Deadline for Proposal Submissions: Date: April 7th 2026, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name AECOM Technical Services, Inc.	DBA, If Applicable
Street Address 10 Patewood Dr. Bld 6, Ste 500	Phone Number 801.558.0648
City, State, Zip Code Greenville, SC 20516	Email Address keith.albury@aecom.com
FEIN: 95-2661922	

Are quotes firm for 120 days? Yes No Other

If submitting a "No Proposal" state reason _____

Authorized Signature

Robby White

Name (Printed)

VP, Sr. Business Line Manager

4-6-2026

Date

GIS Services

Town of Farragut

Proposal number: RFP# 2026-25

March 27, 2026

Quality information

Prepared by Checked by Verified by Approved by

Keith Albury
Digital Solutions
Manager

Revision History

Revision	Revision date	Details	Authorized	Name	Position
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Distribution List

# Hard Copies	PDF Required	Association / Company Name
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4	Yes	Town of Farragut

Prepared for:

Town of Farragut
Town Hall
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Prepared by:

Keith Albury
Digital Solutions Manager
M: 801.558.0648
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AECOM
10 Patewood Drive
Greenville, SC 29615
aecom.com

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AECOM
10 Patewood Drive
Greenville, SC 29615
aecom.com

April 1, 2026

Town of Farragut Selection
Committee
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

RFP# 2026-25

Dear Town of Farragut Selection Committee,

AECOM Technical Services, Inc. (AECOM) is pleased to submit our proposal to continue providing GIS support services to the Town of Farragut. With more than a decade of direct experience working alongside Town staff, we understand your infrastructure, workflows, and geospatial needs in detail. Our team—led by Keith Albury, GISP, and supported by dedicated on-site GIS Analyst Carrie Smith—brings deep knowledge of your existing GIS environment, ArcGIS Online services, and the Town's processes. As a global leader in geospatial solutions with extensive municipal experience, AECOM remains committed to delivering accurate, reliable, and intuitive GIS products that enhance decision-making, support day-to-day operations, and maintain the high-quality data environment the Town relies on.

Our approach builds on the proven processes and relationships already in place. Carrie will continue to provide one day per week, up to 8 hours of on-site support each week, offering GIS data development, maintenance, training, and coordination with KGIS to ensure authoritative datasets remain consistent and well-managed. Should specialized needs arise—such as system integrations, mobile data collection, or advanced technical tasks—AECOM's broader team of GIS developers, database administrators, mobile data specialists, and enterprise integration experts will be available to support the Town. We look forward to continuing our partnership and delivering responsive, high-quality service that aligns with the Town's goals and operational priorities.

Yours sincerely,

Keith Albury, GISP
Digital Solutions Manager
AECOM
M: 801.558.0648
E: keith.albury@aecom.com

Mark W. Baker
Vice President
Director - East Region Digital Operations &
Technology Services
AECOM
M: 919.410.4556
E: mark.baker@aecom.com

Table of Contents

Section 1. Executive Summary	1
Section 2. Company Background	2
Section 3. Company Qualifications	3
3.1 Experience.....	3
3.2 Specific Government Experience.....	3
3.2.1 City of Honolulu, HI.....	3
3.2.2 City of Laurens, SC.....	3
3.2.3 City of Sumpter, SC	4
3.3 Key Personnel	4
3.4 Relevant Technical Capabilities.....	8
Section 4. References	9
4.1 Laurens County Water & Sewer Commission (LCWSC), Asset Maintenance.....	9
4.2 City of Honolulu, HI Computerized Maintenance Management System (CMMS)	10
4.3 City of Florence, SC – GIS Services	11
Section 5. Proposed Approach and Scope of Work	12
5.1 GIS Support.....	12
5.2 Project Management, Communication, and Invoicing.....	12
Section 6. Project Staffing and Schedule.....	14
6.1 Organization	14
6.2 Level of Effort.....	14
6.3 Implementation Schedule	14
6.4 Assumptions	14
Section 7. Data Management and Security.....	15
7.1 Data Management	15
7.2 Data Storage.....	15
7.3 Metadata, Naming Conventions, and Version control.....	15
Section 8. Technology, Integration, and Support.....	16
8.1 GIS Software	16
8.2 System Integration.....	16
8.3 Training.....	16
8.4 Support.....	16
Section 9. Required Forms and Certifications.....	17

Tables

Table 1. Legacy Firms	2
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Section 1. Executive Summary

AECOM has supported the Town of Farragut's GIS program for over a decade, providing a strong understanding of the Town's infrastructure, workflows, datasets, and GIS environment. This familiarity allows services to continue efficiently without onboarding or transition delays. AECOM also brings broad municipal GIS experience, including mapping, data management, asset inventories, enterprise GIS configuration, and spatial analysis.

The proposed approach maintains up to one day per week, up to 8 hours of on-site GIS support provided by Carrie Smith. Core responsibilities include GIS data maintenance, metadata creation, database support, integration of new datasets, and development of maps and tools to support Town staff. When needed, additional AECOM GIS, database, mobile data, and system integration specialists are available to support more complex or specialized efforts.

This approach emphasizes data quality, adherence to Town standards, and coordination with external partners such as KGIS. All work products will follow established naming conventions, metadata requirements, and data retention policies. The combination of long-term local knowledge and scalable technical resources supports authoritative datasets, efficient workflows, and continued alignment with the Town's operational needs.

Section 2. Company Background

Legal name, address

AECOM Technical Services Inc.
13355 Noel Road
Suite 400
Dallas, TX 75240

Primary Contact

Keith Albury GISP
10 Patewood Drive
Building 6, Suite 500
Greenville, SC 29615
keith.albury@aecom.com
801.558.0648

Type of business entity: Corporation

AECOM was established in 1990 but the legacy firms that make up AECOM have been in business since the early 1900s. AECOM has been providing GIS and related services since its inception in the early 1990s. AECOM is currently a Silver Partner with ESRI.

AECOM Legacy Firms

Table 1. Legacy Firms

Legacy Firm	Key Details & Contributions	Integration with AECOM
URS Corporation	Founded in 1951, URS was a global engineering, construction, and technical services firm with a rich legacy in infrastructure, environmental, and defense sectors.	Acquired by AECOM in 2014, significantly expanding AECOM's scale, expertise, and service offerings.
DMJM	Founded in 1946, DMJM (Daniel, Mann, Johnson & Mendenhall) was a pioneer in architecture and engineering.	Became part of AECOM in the 1990s, contributing to the company's multidisciplinary approach.
Metcalf & Eddy	Established in 1907, known for water and wastewater engineering excellence.	Merged into AECOM, strengthening water sector capabilities.
Frederic R. Harris, Inc.	Founded in 1910, specialized in transportation and rail infrastructure.	Merged with AECOM, enhancing transit and rail expertise.
Other Firms	Includes EDAW, ENSR, Earth Tech, and others—each bringing specialized skills and regional experience.	Integrated over time, contributing to AECOM's global multidisciplinary platform.

Section 3. Company Qualifications

3.1 Experience

AECOM is a global leader in delivering innovative infrastructure solutions and geospatial services to cities, counties, and public agencies across the United States. Our dedicated municipal GIS teams empower local governments to make informed decisions, streamline operations, and enhance public service delivery through the strategic use of geographic information systems. With decades of experience supporting utilities, public works, planning, and emergency management departments, AECOM provides comprehensive GIS mapping, data management, system integration, and ongoing technical support tailored to the unique needs of each community. We leverage industry-leading technologies—such as Esri ArcGIS, Cityworks, and mobile data collection platforms—to ensure our clients have accurate, accessible, and actionable spatial data. From foundational mapping and asset inventories to advanced analytics and cloud-based solutions, AECOM is committed to helping municipalities maximize the value of their GIS investments and build resilient, data-driven communities.

3.2 Specific Government Experience

3.2.1 City of Honolulu, HI

AECOM served as the prime consultant for the City and County of Honolulu's Department of Facility Maintenance, implementing the Cityworks Asset Management System (AMS) from 2016 to 2021 with ongoing support. The project established a centralized, GIS-driven platform to manage pavement, stormwater, roadside assets, materials inventory, and maintenance contracts. Key integrations included linking Cityworks with Honolulu's GIS database for spatially driven work order creation, connecting Cityworks with PAVER for pavement management, and developing a citizen-facing portal where public service requests flow directly into the work order system. AECOM also delivered a custom web-based GIS portal for asset visualization and analytics, supported mobile field inspections, and integrated automated business processes such as labor rate updates and inventory workflows.

The system provides Honolulu with advanced operational insights, including risk-based asset management through Cityworks Insights and Operational Insights. These tools help identify high-risk infrastructure and guide capital improvement decisions by evaluating probability and consequence-of-failure metrics. AECOM further enhanced decision-making through Microsoft Power BI dashboards that unify Cityworks, GIS, SharePoint, and document management data for enterprise reporting. As a result, the City now benefits from a fully centralized asset management ecosystem that strengthens public service responsiveness, improves regulatory compliance, enhances data accuracy, and supports long-term, data-driven infrastructure planning.

3.2.2 City of Laurens, SC

In the **City of Laurens, South Carolina**, AECOM has provided a wide variety of GIS related support services. They experienced a failure in their enterprise GIS system. We were tasked to help provide a temporary solution to keep their system up and running. Provided new server specs for new environment. Setup and assisted in networking and configuring new hardware adding in server virtualization to better utilize resources, reconfigured ArcGIS Enterprise (ArcGIS Server, ArcGIS Image Server, ArcGIS Portal). Created on site temporary public website for parcel searching utilizing web app builder.

Implemented Cityworks server 15.4 CMMS for customer service and sewer/water service. Developed and deployed enterprise GIS in a hosted environment with two-way replication to support Cityworks implementation. Customized Cityworks server interface to support client specific needs for office and field use. Provided Cityworks server administration and end-user training.

3.2.3 City of Sumpter, SC

The City of Sumter, SC, is undertaking an ongoing initiative to modernize its Geographic Information System (GIS) infrastructure by migrating all GIS data and applications to the Microsoft Azure cloud platform. This migration ensures a centralized GIS environment, enabling improved map publishing and sharing capabilities for critical city departments such as Utilities, Public Works, and Planning. The transition to Azure is designed to enhance data integrity, streamline workflows, and provide secure, role-based access to spatial data, supporting both daily operations and long-term strategic planning.

By leveraging Azure's advanced security features, the City of Sumter is significantly enhancing the protection, backup, and disaster recovery of its geospatial data. The project delivers operational efficiencies by eliminating data silos, standardizing data management, and offering ongoing technical support and training to city staff. As a result, the city benefits from a scalable, resilient GIS infrastructure that facilitates better collaboration, improved public service delivery, and readiness for future growth.

3.3 Key Personnel

Keith Albury, GiSP will continue to manage this project.

Carrie Smith will continue to provide on-site support.

Keith Albury **Senior GIS Manager**

Areas of Expertise

Project Management
Digital Design
GIS Implementaion

Education

Master of Arts (MA), Geography,
University of South Florida,
Bachelor of Arts (BA), New
College of Florida, 1994

Years of Experience

With AECOM: 8
With Other Firms: 17

Keith has over 25 years of professional experience specializing in geographic information systems (GIS), information technology, database administration, and project management. He has extensive experience in the integration of spatial and non-spatial data and representing these data cartographically and in tabular and other electronic formats. Keith also has experience managing GIS teams to support many different permitting requirements at the federal, state, local, and municipal levels, including National Environmental Policy Act-compliant environmental impact statements and environmental assessments. Clients include the Bureau of Land Management, the US Forest Service, the US Army Corps of Engineers, several state and county clients, and private development firms. Keith has provided GIS services on several types of projects, including utility infrastructure and facility site studies and regional impact projects (commercial, mixed-use, industrial, mining, and residential development).

Experience

Town of Farragut GIS Services (2024 - Present). Project Manager overseeing on-site staff and routine project management requirements.

Ohio Airport System Plan, Ohio Department of Transportation (2023 – Present). Digital Project Manager is responsible for the creation of a digital version of the Airport System Plan that will be updated as needed digitally. This project combines digital online surveys created in Power Apps along with interactive Power BI dashboards all working against a Microsoft SQL Server database.

Savannah River Nuclear Solutions (SRNS) EQUIS Support, Akin SC (2023 - Present). Project Manager supporting the environmental sampling and reporting requirements for SRNS. AECOM is responsible for documenting, maintaining, and upgrading the EarthSoft EQUIS reporting system for the entire facility. This includes both nuclear and other hazardous material reporting.

Port of New Bedford, Waterway Traffic Management System, New Bedford, MA. (Present) Project Manager responsible for the creation of an ESRI based WTMS integrating computer vision and Automatic Identification System (AIS) data to help the Port manage their growing fleet. This system will utilize GeoEvents to capture the vessel movements and then create interactive dashboards to display the utilization of the Port based on vessel type and frequency of visitation. There will be real-time reporting and the ability to communicate with more management and local law enforcement.

Building Information Management

US Marine Corps, Administrative Office Space Utilization Study, Camp Pendleton, CA. (2018-2019) Project Manager for the CAD/GIS model development for all non-secure administrative space at Camp Pendleton. Over 200 buildings (approximately 4 million square feet of office space) were scanned using GeoSLAM Zeb-Revo during a six-week field effort. ArcPad was used to capture the occupancy and general building features for these offices. The scans were used to develop 2D CAD drawings. The CAD drawings were used to build a GIS database. The GIS database was further populated using the data from ArcPAD. The resulting GIS was delivered to the USMC in SDSFIE data standard.

Asset Management

Colorado Springs Utilities, Electrical Asset Management, Colorado Springs CO. (2018-2019) Developed an asset management tool for the underground electrical utilities operated by Colorado Springs Utilities. The system is integrated with their existing ArcFM system. It prioritized cable replacement based on age, cable type, installation type and several other factors.

Remediation

US Naval Facilities Engineering Command Atlantic, CLEAN Atlantic - Historical Radiological Assessment, Pensacola, Florida. (2011-2016) GIS manager for coordination of the team that provided report graphics including oblique aerial photography.

Renewable Energy - Wind

Invenergy LLC, Marine and Terrestrial Cable Routing Analysis Project, New York, NY. (2022) Invenergy secured the lease rights to approximately 84,000 acres of seabed off the coast of New York and New Jersey. As the GIS Manager for this project, Keith was responsible for coordinating with the subject matter experts to determine both the marine and terrestrial routes and evaluate various landing points on Staten Island and then continuing up to Queens County.

Transportation

Port of New Bedford, Vessel Management System Proof of Concept, New Bedford, MA. (2022) GIS Manger responsible for using Automatic Identification System (AIS) data to generate usage reports for the Port. The results of the AIS analysis were compared against invoicing logs to identify gaps and omissions. They were also compared against computer vision artificial intelligence and machine learning results from video analytics.

Carrie Smith GIS Specialist IV

Areas of Expertise

Data Visualization
Spatial Analysis
Information Management
ArcGIS Online

Education

Appalachian State Univ.
BS/2007/Geography

Years of Experience

With AECOM: 9
With Other Firms: 10

Ms. Smith has more than 19 years of experience providing professional environmental consulting services in the areas of data visualization, database management, geographic information systems, and spatial analysis.

Ms. Smith has served as a Geographic Information Systems (GIS) Analyst offering several spatial analysis, data management and data visualization services. These services include: Conceptual Site Model development, 2-D/3-D modeling, spatial analysis/statistics (various interpolation methods, spatial statistics, etc.), analytical map production, geographic data acquisition/display, ArcGIS Online data collection and map production, and Enterprise database administration (SDE)

Project Specific Experience

Town of Farragut, Tennessee:

Ms. Smith is the GIS liaison for the local government. Her tasks include maintaining and updating zoning, future land use, storm water, greenway and town asset data. Creating park, town, and greenway maps for use on town website, public outreach, planning, and grants. Designs and maintains ArcGIS online and Collector data and maps for field use, data collection and planning.

Air National Guard:

Ms. Smith has worked on multiple Air National Guard bases to provide mapping support for four types of reports for the bases. In this project data is collected in Collector and then Ms. Smith pulls the data into maps, manipulates it for figures and client approval. She is the GIS lead for this project and has developed best practices, templates and has helped to refine the process to save time in figure production.

Confidential Client – Utilities:

Ms. Smith worked on a pipeline project where she was responsible for receiving and integrating data into multiple databases and then using data-driven pages to produce large quantities of maps. She was also the lead of the QA/QC team and developed best practices for the entire team.

Bureau of Engraving and Printing:

Ms. Smith created multiple visualizations the Digital EIS for the Bureau of Engraving and Printing. Visualizations included comparison photos of present conditions and future conditions from various views around the site, a 3D fly around the building showing how it will look after completion, and a video showing the construction process from present conditions through construction phases to completion.

Gallatin Fossil Plant, TVA, Tennessee:

Ms. Smith worked with the project team to create and update cross sections and conceptual site models for the ash ponds. The development of cross sections and CSMs are used for volumetrics, planning and communications.

3.4 Relevant Technical Capabilities

AECOM employs over 300 GIS Certified Professionals (GISPs) around the world. We maintain several Enterprise GIS instances to support a variety of different customers. We have a large corporate instance to support our global GIS user base, we have a secure instance to support our Department of Defense clients, and our department maintains an instance to support our projects independent of the others.

Our teams are experienced working in ArcGIS Desktop and ArcGIS Pro and integrating with Enterprise GIS systems that often involve using ESRI Spatial Database Engine (SDE). This is typically run on SQL server or Oracle. We have database administrators experience with database management on both systems. We also have users that are experienced with other database management systems like Postgres SQL, MondoDB,

Many projects necessitate mobile data capture. Our teams use a variety of different software depending on the need of the project. This includes ESRI products like Survey 123 and Field maps, or EQuIS Collect for our remediation clients. Other mobile data tools like Fulcrum are used for unique forms. AECOM has a full team of Microsoft 365 developers that can build applications using Microsoft Fabric, Forms, and the full Microsoft Power suite.

Typically, for the Town of Farragut, our on-site person has been sufficient to meet the needs of the Town. However, if you ever need more robust solutions, integration with other applications, mobile data collections, or drone survey, AECOM can provide all that and more.

Section 4. References

4.1 Laurens County Water & Sewer Commission (LCWSC), Asset Maintenance

Contact Information

Angie Nelson, PE
(864)-682-6527
anelson@lcwsc.com

Project Description

AECOM has provided LCWSC with GIS and Trimble Unity Maintain (Cityworks) for 13 years. Support services include:

- GIS System architecture
- Enterprise GIS
- Database management
- ArcPro and ArcMap technical support
- GIS consultation
- Cityworks configuration support
- Cityworks consultation
- Business system integrations

Initially AECOM was retained by LCWSC to configure and implement a work order and inspection management system to support the mission statement. LCWSC had developed a GIS system and a custom work order maintenance management system (CMMS) that is integrated with Smith Data Customer Service Information (CSI) data. The system was found lacking in the ability to provide and track work orders and inspections at a detailed level to support an asset management program.

LCWSC's goals for the project are to implement an off-the-shelf CMMS that will achieve the following:

- Support an Asset Management Program
- Create work orders and inspections linked directly to an asset
- Allow for reactive and proactive scheduling of work orders and inspections of LCWSC water and sewer assets and tracking the costs of labor and materials associated with maintaining the asset
- Retrieving information from the CMMS for reporting and preparing capital improvement plans
- Fully integrate with the Esri ArcGIS Server10 platform and has the capability to grow with the needs of LCWSC including mobile, warehouse, and fleet management

4.2 City of Honolulu, HI Computerized Maintenance Management System (CMMS)

Contact Information

Randall Wakumoto - Program Administrator
(808) 768-3242
rwakumoto@honolulu.gov

Project Description

Across two concurrent engagements with the City and County of Honolulu, our firm has led the design, implementation, and ongoing enhancement of an enterprise Computerized Maintenance Management System (CMMS) and supporting data infrastructure. The scope spans municipal infrastructure asset management — including pavement, roadside infrastructure, stormwater systems, and stream maintenance as well as the City's Stormwater Quality program, supporting both operational efficiency and regulatory compliance.

Key Responsibilities & Deliverables

Our team provided architectural leadership across all phases of both engagements, delivering the following:

- Designed and implemented a comprehensive Cityworks CMMS platform to manage critical municipal assets, customizing the system's web interface and enterprise structure to align with the City's operational requirements and workflows.
- Architected a seamless integration between the CMMS and the City's citizen complaint portal, reducing response time and improving service delivery transparency.
- Developed custom HR system integrations to synchronize employee labor rates, ensuring accurate cost tracking and financial reporting across departments.
- Hosts and administers the City's GIS data and services through an ArcGIS Enterprise environment, providing a reliable, centrally managed spatial data foundation that supports asset management, field operations, and web application delivery across departments.
- Built and deployed GIS-based web applications supporting both internal city staff operations including a street inventory management tool for navigating and analyzing pavement data, and public engagement initiatives such as community cleanup and street adoption programs.
- Implemented Microsoft Fabric pipelines, gateways, and data warehousing solutions, alongside PowerBI dashboards, delivering real-time operational insights and supporting the City's Asset Management Strategy development.
- Provided architectural support for Azure and Microsoft 365 environments, ensuring scalable, reliable infrastructure across both departments.
- AWS environment enhancements for the Stormwater Quality division, supporting software upgrades and platform optimization.
- Delivered comprehensive system administration and end-user training, ensuring smooth adoption and sustained user proficiency.

4.3 City of Florence, SC – GIS Services

Contact Information

Clint Moore, ASLA - Assistant City Manager
(843)-665-2047
cmoore@cityofflorencesesc.gov

Project Description

AECOM had been providing GIS support services for City of Florence for 20 Years. The support services include the following:

- GIS ArcMap/ArcPro technical support
- Data migration to Esri Utility network for Water, Sewer and Stormwater
- Enterprise GIS configuration
- Enterprise system architecture design and implementation
- Field inventory of water valves and hydrants
- Configuration of Field App to collect assets using Trible Catalyst 5 technology
- Custom applications to manage the enterprise's performance
- Custom application to generate a monthly stormwater fee based upon the impervious surface
- Water quality dashboard
- Asset management
- GIS integration with Tyler Munis
- Outfall inventory and inspection

Section 5. Proposed Approach and Scope of Work

5.1 GIS Support

Carrie Smith has provided this support in the past and will continue to do so. She is very familiar with all the Town's infrastructure and ESRI online storage for mapping streets, mapping utilities, including water distribution, sanitary sewer and storm drainage facilities, pedestrian facilities, streetlights and planning related layers such as zoning and flood plain data. She can work effectively in both ArcGIS Pro 3.3 and Desktop 10.8 as well as supporting the Town's ArcGIS Online services.

Over the years Carrie has worked to create, update and maintain the Town's data. Her experience in working with the Town's staff to understand their needs and the available data provides a unique opportunity for her to work quickly and efficiently without the need to learn a new system and understand the needs of the Town.

She will continue to support the Town in

- acquiring and inventorying GIS data
- converting data from AutoCAD files and PDF documents
- create appropriate metadata to accompany the created datasets
- provide Town staff ESRI demographic and drive time data, along with ArcGIS Tapestry Segmentation, as needed to help the Town with planning for future projects
- creating custom search buttons that are easy to use and meet the requirements of the Town for searching and retrieving the required data

Over the time that she has spent at the Town, she is familiar with the standard database management requirements. If these requirements exceed her knowledge, then we have resources available that can provide quick guidance and support for any more technical questions.

AECOM understands, and more importantly, Carrie knows the needs of the Town. Therefore, any products that we produce will be created with a focus on the user interface and user experience. We will work with the Town to ensure that any tools or products that are produced are carefully reviewed by the stakeholders and other users of the tools to ensure that they are easy-to-use and intuitive. Carrie will rely on input from the Town's knowledgeable people as well as AECOM staff as needed to support the development of these tools.

We know that there is overlap between the Town and KGIS, the online GIS system maintained by the City of Knoxville. We will work with the Town and KGIS to ensure that to the extent possible, there will be a single source of truth, i.e. an authoritative dataset will be maintained either by the Town or by KGIS. This dataset may be replicated in both locations, but the responsibility for maintenance will be clearly defined. Carrie will provide guidance to the Town about this, but the ultimate decision will be determined between the Town and KGIS.

AECOM will continue to provide the on-site support for one day per week, up to 8 hours from Carrie Smith. She will perform the bulk of the work that is needed by the Town.

5.2 Project Management, Communication, and Invoicing

Keith Albury, Project Manager, will provide monthly invoices and summary of remaining hours, as needed. The primary method of communication is via email. He will have at least quarterly calls with Mr. Smoak to ensure that the project remains on schedule.

Carrie will be the primary point of contact for the Town. She will be in the office on a regular basis and will be primarily responsible for ensuring that work is completed.

Section 6. Project Staffing and Schedule

6.1 Organization

Keith Albury, GISP will continue to be the Project Manager and will be responsible for invoicing and any additional project coordination.

Carrie Smith will continue as the GIS Analyst. She will be responsible for the week-to-week production of geospatial products directed by Town staff.

6.2 Level of Effort

Carrie will be available one day per week, up to 8 hours. Project Management and other tasks will only consume a small amount of time.

6.3 Implementation Schedule

AECOM will have a kick-off meeting with the key stakeholders at the Town to ensure that we are all aligned on how work will be assigned and tracked. If a work order system is introduced, either at the beginning of this contract or at any point in the contract, then this should be reviewed with the Project Manager and key stakeholders at the Town.

There will be no interruption in the schedule or any major milestones on projects that are currently underway.

6.4 Assumptions

AECOM assumes that the Town will provide all software necessary to support this contract for Carrie to perform her work on-site.

Section 7. Data Management and Security

7.1 Data Management

The cornerstone of the AECOM data management plan is quality. Our team strives to deliver products of the highest quality, and we have developed and refined successful procedures, controls, and reporting methods, which have become the AECOM Quality Management System. The prime objective of the guidelines is to organize the AECOM team resources to provide services in a manner that conforms to the contractual requirements.

This contract specifies that the work is to be performed largely on-site and therefore, AECOM will comply with the data standards and quality control processes that have been developed by the Town.

7.2 Data Storage

The data created for this project will be stored, backed up and secured according to the Town's data retention policy. If there are any work products that are produced outside of the Town's environment, then they will be housed in AECOM's Azure cloud storage environment with redundant backup in multiple datacenters. Any work products created on behalf of the Town will be owned by the Town. These will be delivered to Carrie for integration into the Town's existing GIS environment.

7.3 Metadata, Naming Conventions, and Version control

The metadata standard for AECOM is the Federal Geographic Data Committee (FGDC) standard unless otherwise specified. For this contract, AECOM will follow the metadata standards required by the Town. Similarly, naming conventions have been developed over the years of working with the Town. These naming conventions will continue to be implemented for this contract.

Section 8. Technology, Integration, and Support

8.1 GIS Software

AECOM will continue to use the on-site software ArcGIS Desktop 10.3, Pro 3.3 and available ArcGIS Online licenses. We will continue to work with the Town and the administrators of KGIS to ensure that the finalized datasets are housed in the most appropriate locations.

8.2 System Integration

We recognize that there may need to be some systems integration and if necessary, AECOM will include additional resources to provide guidance to Carrie and the Town about best practices for managing these situations. The time for this will be charged against the project and would reduce the number of hours available for Carrie's on-site work.

8.3 Training

Carrie has developed a working relationship with the Town staff providing training about the use of products. If there is need for additional training or training documents, she can produce them, or we can leverage other staff that can produce these products as needed.

8.4 Support

If there are custom projects that require additional skills, then we will prepare an estimate of the level of effort and cost. This will be presented to the Town. The Town can then decide if they would like to fund these projects from the existing agreement or to create a separate agreement to cover the additional fee.

Section 9. Required Forms and Certifications

- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Iran Divestment Act Certification

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: **2026-25 GIS Services**

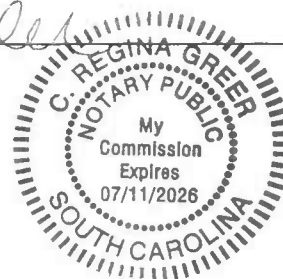
Date: 4/16/2024

Name of Proposer's Company: AECOM Technical Services Inc.

Signature of Responsible Proposer: [Signature]

Notary's Signature: C. Regina Greer

Notary Seal



DRUG-FREE WORKPLACE AFFIDAVIT

SECTION A – FOR EMPLOYERS WITH FIVE (5) OR MORE EMPLOYEES

AECOM Technical Services Inc.

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

AECOM Technical Services Inc.

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Robby White Vice President, Sr Business Line Manager
Name of Officer Title of Officer

SECTION B – FOR EMPLOYERS WITH FEWER THAN FIVE (5) EMPLOYEES

The undersigned hereby certifies that the Company listed below employs fewer than five (5) employees and is therefore exempt from the Drug-Free Workplace Program requirements of T.C.A. § 50-9-113.

Company Name: _____

Number of Employees: _____

Name of Officer Title of Officer

State of South Carolina County of Greenville

Before me personally appeared Robby White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 6th day of April, 2020

Notary Public C. Regina Greer

My commission expires: 7/11/2026



NON-COLLUSION AFFIDAVIT

Robby White

, being first duly sworn, deposes and says that:

- (1) He/She is the VP of AECOM Technical Services Inc., the firm that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed):

[Signature]

Title: Vice President, Sr Business Line Manager

Before me personally appeared Robby White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 6th day of April, 2026.

C. Regina Greer
Notary Public

My commission expires: 7/11/2026



STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that AECOM Technical Services Inc. have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: _____

Before me personally appeared Robby White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 6th day of April, 2024.

C. Regina Greer
Notary Public

My commission expires: 7/11/2026



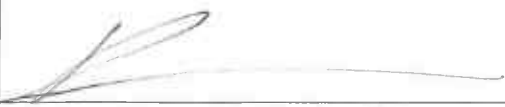


STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	4-6-26
Signature of Authorized Representative	Date
Robby White	864-234-3000 robbly.white@aecon.com
Printed Name	Phone Number / Email Address


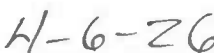
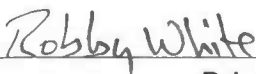
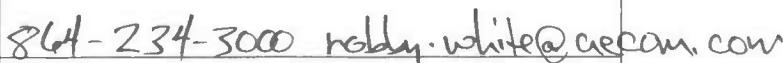


STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	
Signature of Authorized Representative	Date
	
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS

OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.


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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	<i>H-6-26</i>
Signature of Authorized Representative	Date
<i>Robby White Vice President</i>	<i>864-284-3000 robby.white@accow.c</i>
Printed Name and Title	Phone Number / Email Address



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME: AECOM Technical Services Inc.	
EDISON SUPPLIER IDENTIFICATION NUMBER: #0000067748	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-informationlibrary.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Robby White VP, Sr Business Line Manager

PRINTED NAME AND TITLE OF SIGNATORY

#26 4-6-26

DATE



RFP No. 2026-25 GIS Services

Proposal Cost Form

Job Description Hourly Rate

Job Description	Hourly Rate
Planner	\$ NA
Senior Project Manager	\$ 231.00
Project Manager	\$ 205.00
GIS Analyst	\$ 135.00
GIS System Analyst	\$ 197.91
GIS Technician	\$ 102.16
Senior Database Administrator	\$ 246.40
Database Administrator	\$ 239.99
Senior Developer	\$ 186.34
Developer	\$ 146.96
Senior Consultant/Architect	\$ 169.18
Consultant/Architect	\$ NA
Trainer	\$ 189.00
Technical Writer	\$ NA
Senior Drafter/CADD	\$ 142.53
Drafter/CADD	\$ 102.16
Expert Witness	\$ NA
Clerical	\$ 60.00
Administrative Assistant	\$ 50.00
Office Manager	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA
Other/Description:	\$ NA

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids.

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

- 1. Laurens County Water & Sewer Commission
Angie Nelson, PE, (864)-682-6527, anelson@lcwsc.com

- 2. City of Honolulu
Randall Wakumoto - Program Administrator, (808) 768-3242
rwakumoto@honolulu.gov

- 3. City of Florence
Clint Moore, ASLA - Assistant City Manager, (843)-665-2047,
cmoore@cityofflorences.gov

Name and Address of Bidder: _____
AECOM, 10 Patewood Dr, Building 6, Suite 500, Greenville, SC, 20615

Telephone: 864-234-3000

Email Address: robby.white@aecom.com

Signature: 

Title: VP, Sr Business Line Manager Date: 4-6-26



Town of Farragut

Request for Proposals #2026-25
For
GIS Services

All Proposals Must be Submitted To:
Town Hall
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Deadline for Proposal Submissions: Date: April 7th 2026, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, If Applicable
Street Address	Phone Number
City, State, Zip Code	Email Address
FEIN:	

Are quotes firm for 120 days? Yes__ No__ Other_____

If submitting a "No Proposal" state reason _____

Authorized Signature

Title (Printed)

Name (Printed)

Date



RFP #2026-25 GIS Services

Table of Contents

1. RFP Overview	
1.1. Purpose	3
1.2. Background	3
1.3. Procurement Schedule	3
1.4. Bid Documents	4
1.5. Communications	4
1.6. RFP Amendments & Cancellation	5
1.7. Proposal Submittal	5
• Bid Submittal Check List	6
• Bid Envelope Cover	7
1.8. Post Bid Information	8
2. Project Scope of Work/Special Conditions	9
3. Proposal Format	
3.1. Submittal Instructions	11
3.2. Non-Conforming Proposal	12
4. Evaluation Procedure	
4.1. Selection and Award Process	13
4.2. Scoring	13
5. Proposal Cost Form	15
6. Town of Farragut General Terms and Conditions	17
7. Sample Professional Services Agreement	24
8. Required Forms	
8.1. Addenda Acknowledgement & Proposal Certification	30
8.2. Drug-Free Workplace Affidavit	31
8.3. Non-Collusion Affidavit	32
8.4. Statement of Compliance Certificate Illegal Immigrants	33
8.5. Non-Boycott of Israel Certification	34
8.6. Certification Regarding Debarment, Suspension and other Responsibility Matters	35
8.7. Byrd Anti-Lobbying Amendment Certification	36
8.8. Iran Divestment Act Certification	38

1. RFP Overview

1.1 Purpose

The Town of Farragut is seeking professional Geographic Information System (GIS) services to support its ongoing efforts to improve data management, mapping accuracy, and decision-making across departments. These services will play a key role in enhancing infrastructure planning, asset tracking, and community development initiatives. To ensure consistency, accountability, and the highest quality of service, the Town intends to select a single-qualified vendor to perform all aspects of the project. This approach will foster efficiency, streamline communication, and maintain a unified GIS framework for the Town's operational needs.

1.2 Background

The Town of Farragut is a suburban community located in western Knox County, Tennessee, within the greater Knoxville metropolitan area, and is known for its high quality of life, strong schools, and well-planned residential and commercial areas. The Town was officially incorporated on January 16, 1980, following a citizen-led effort to guide local land use, infrastructure, and growth, with its first Board of Mayor and Aldermen elected on April 1, 1980. According to the 2020 United States Census, Farragut has a population of 23,506, and more recent estimates place the population at just over 25,000 residents, reflecting steady growth over the past several decades. This combination of strategic location, sustained population growth, and a history of deliberate, community-driven planning provides the context for the Town's ongoing capital projects and service initiatives described in this RFP.

1.3 Procurement Schedule

RFP Issue	03/10/2026
Non-Mandatory Bid/RFP Meeting (via TEAMS)	03/18/2026 @ 1PM VIA Teams*
Deadline for Proposer Questions	03/31/2026
Proposal Due	04/07/2026 @ 2:00 PM
Evaluation Committee Meets	04/14/2026
Intent to Award/ Contract Negotiations Begin	04/15/2026
Board of Mayor and Alderman Approves/Contract Signed	05/14/2026

*The Non-Mandatory Pre-Bid meeting will be held 03/18/2026 at 1:00PM via TEAMS meeting. You must register in order to attend. The following link is to be used for registration:

<https://events.gcc.teams.microsoft.com/event/74d292d9-34d5-4e5b-af37-c7bc80a61d5e@87e50c08-edf4-4682-a80f-f07bbab5dc2d>

Attendance at the Non-Mandatory Pre-Bid Meetings is not a prerequisite for submitting a response to this Request for Proposal. However, all prospective Proposers are strongly encouraged to attend, as the meetings will provide an opportunity to obtain clarification of the specifications, and address any questions pertaining to the scope of services. Any verbal information provided at the meetings shall not be considered binding. Any material changes or clarifications resulting from the meetings will be issued in the form of a written addendum to the solicitation.

1.4 Bid Documents

The solicitation documents for the project may be obtained on the following sites:

1. **Town Website (Free):**
 - https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

All proposals submitted must be prepared with documents obtained from the Town of Farragut or its designee.

1.5 Communications

All communication regarding this RFP must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFP.

Proposers' contact with anyone else in the Town is forbidden and may result in disqualification of the Proposer's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Proposers should rely only on written statements issued by the Finance Department representative.

1.6 RFP Amendments and Cancellation

The Town reserves the right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted on these four websites:

1. **Town Website (Free):**
 - https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHg?u=https://www.townoffaragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

It is the Proposer's responsibility to ensure that the Town's website, Beacon, EUNA/Demandstar or Vendorlink is reviewed for RFP changes prior to submission of proposal.

The Owner reserves the right to reject any and all proposals and to waive any formalities in the solicitation process, and to evaluate proposals, and to accept any proposal which, in its opinion, may be in the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

The Town of Farragut will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations.

1.7 Proposal Submittal

Proposals are to be received by the Town no later than the date and time indicated in Section 1.3. Proposers assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. **Emailed proposals will not be accepted.** A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in one sealed package:

- One (1) bound paper copy clearly marked "Original"
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Three (3) bound paper copies clearly marked "Copy"
- Proposal Cost Form in a separate sealed envelope. Only one (1) copy of the Proposal Cost Form is required.

The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Town Hall
Attn: Finance Department, Anissa Pratte
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

The package should be clearly labeled with the following:

- Confidential
- Proposal for RFP# 2026-25 GIS Services
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

For your convenience, the following page includes a Proposal Envelope cover sheet that you may use. Please affix it to the outside of your submission package.

Bid Submittal Checklist

- Cover page with signature
- Proposal Cost Form (In a separate sealed envelope)
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Iran Divestment Act Certification
- Ensure your proposal is organized based on section 3.1

Bid Envelope Cover



**Town of Farragut
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934**

Confidential

Request for Proposals

SEALED Proposal – DO NOT OPEN

ITB No. 2026-25 GIS Services

Bid Opening Date & Time: April 7th, 2026 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

**Vendors are highly encouraged to carefully review all solicitation documents
related to this project.**

1.8 Post Bid Information

Any actual or prospective bidder, proposer, or Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Town of Farragut Finance Department Procurement Division.

Protest Filing Requirements

- Identification of the solicitation (ITB or RFP);
- A detailed statement of the legal and factual grounds for the protest, including all supporting documentation; and
- The specific relief requested.

Deadlines

- Award Protests (for ITBs and RFPs): Must be received within **seven (7) calendar days** after the Town issues the Notice of Intent to Award.
- Late protests will not be considered.

Submission Address

Town of Farragut
Attn: Finance Department – Procurement
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Protest Bond Requirement

- All protests must be accompanied by a protest bond in an amount equal to five percent (5%) of the Town's estimated contract value.
- The bond shall be made payable to the Town of Farragut.
- If the protest is upheld, the bond will be returned in full.
- If the protest is denied, the bond will be forfeited to the Town to cover administrative costs.

Protest Review Process

- Upon receipt of a timely and complete protest, the Finance Department/Procurement Division will review all relevant information.
- No award will be made during the pendency of a timely protest unless the Town Administrator or Finance Director determines that proceeding without delay is in the Town's best interest.
- A written decision will be issued within fourteen (14) calendar days of receipt of the protest, unless extended for good cause.
- The decision shall be final unless appealed in accordance with Tennessee law.

Failure to strictly follow these protest procedures will result in dismissal of the protest without further consideration.

END OF THIS SECTION

2. Special Conditions

The Special Conditions section of this Request for Proposals (RFP) establishes additional requirements specific to the Town of Farragut's procurement of professional Geographic Information System (GIS) services. These conditions supplement the general terms and are intended to address the technical, schedule, data management, and coordination needs unique to this project. Proposers must carefully review and comply with all special conditions, as they will govern project execution, deliverable standards, data ownership, and any Town-specific policies that apply to the selected vendor. Failure to address or accept these special conditions may render a proposal non-responsive.

Scope of Work

The Town of Farragut will be accepting proposals from professional consulting/engineering firms for selection of one firm to provide GIS services. The following list of activities may be assigned to the Contractor by mutual agreement between both parties during the agreement terms:

- The Town possesses an ArcGIS Online account and uses ArcGIS Pro 3.3 and ArcGIS Desktop 10.8 for the desktop clients. Vendor needs to service the Town's infrastructure and ESRI online storage for mapping streets, mapping utilities, including water distribution, sanitary sewer and storm drainage facilities, pedestrian facilities, streetlights and planning related layers such as zoning and flood plain data.
- The vendor will be expected to produce intuitive, easy-to-use products for users as well as Town staff, including Planning & Codes, Engineering, Administration and possibly Public Works and Parks & Recreation departments.
- Acquire/inventory existing GIS/digital as-built data and utilize these assets in new GIS mapping.
- Convert data from AutoCAD drawings and pdf files into a standard GIS format
- All GIS related work will include but not be limited to database maintenance, mapping and analysis; all reasonable GIS needs in general
- Provide reasonable general assistance to Town staff or other governmental/private agencies authorized for collaboration by the Town staff.
- GIS database management and updates, including coordination with KGIS on overlapping information
- Mapping related products involving the GIS database and Town operational systems that may overlap with GIS
- The vendor must have the ability to build custom search buttons for various assets
- The vendor may be expected to produce reports supporting economic development initiatives, including but not limited to leveraging spatial data to analyze market demographics (population, income, education levels, employment statistics, and consumer expenditure data); developing interactive GIS applications illustrating retail market potential (e.g., retail leakage/gap analysis, drive-time trade area mapping, workforce commuting patterns, and zoning); and producing high-quality thematic and aerial maps for marketing materials that demonstrate market opportunities.

The Town currently has a provider of GIS services (AECOM Technical Services, Inc.), typically providing one in-house professional at the Farragut Town Hall approximately six to eight hours each week.

Under this Request for Proposals (RFP), the service schedule shall be modified to one (1) day per week, not to exceed eight (8) hours on that day.

Contract and Budget Terms

The annual budget for this service shall be determined in accordance with the approved budget adopted by the Board of Mayor and Aldermen following two public readings. The fiscal year begins on July 1 of each year. In the event that the approved budget for this service is fully expended prior to the end of the fiscal year, the continuation of services for the remainder of that fiscal year shall be subject to evaluation and approval by the Town. The initial term of the contract shall be three (3) years, with the option to extend for up to two (2) additional one-year periods upon mutual agreement of the parties.

Termination for Cause

All GIS data, databases, maps, applications, and related work products created, collected, or maintained under this Contract are and shall remain the sole property of the Town of Farragut, and the Contractor shall have no ownership interest in such ****data****. The Town reserves the right to terminate the Contract, in whole or in part, for cause upon written notice to the Contractor. Cause shall include, but is not limited to: failure to perform services in accordance with the specifications, schedules, or required quality standards; failure to provide adequate staff, supervision, or equipment; repeated or material performance deficiencies, including failure to correct such deficiencies after written notice from the Town; failure to comply with applicable laws, regulations, or contractual provisions; or evidence of fraud, misrepresentation, or other improper conduct related to performance of the Contract. In the event of termination for cause, the Contractor shall be liable to the Town for all damages incurred as a result of the Contractor's default, including the cost of obtaining substitute services, and such termination shall not relieve the Contractor of obligations or liabilities that accrued prior to the effective date of termination. The Town's decision to terminate for cause shall be final and binding.

END OF THIS SECTION

3. Proposal Format

3.1 Submittal Instructions

Proposals should be prepared simply and economically, and provide a straightforward, concise description of proposed products and services to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals must be organized in the following outline and clearly labeled with each section heading:

- **Cover Letter**
A brief cover letter signed by an authorized representative, summarizing the firm's interest, commitment, and key qualifications for providing GIS services.
- **Table of Contents**
- **Section 1 – Executive Summary**
 - Overview of the firm's understanding of the Town's GIS needs and objectives.
 - If submitting as a partnership or team, identify all participating firms and describe the role of each.
- **Section 2 – Company Background**
 - Legal name, address, and primary contact information.
 - Type of business entity (corporation, partnership, LLC, sole proprietorship).
 - Year established and years of experience providing GIS and related geospatial services.
 - Identification of parent company or subsidiaries, if applicable.
- **Section 3 – Company Qualifications**
 - Description of experience with GIS projects of similar size, scope, and complexity (local government experience is preferred).
 - Description of key personnel assigned to this contract, including roles, qualifications, and résumés.
 - Summary of relevant technical capabilities (e.g., Esri expertise, database management, web GIS, mobile data collection).
- **Section 4 – References**
 - List of at least three (3) comparable clients for whom similar GIS services have been provided, including contact names, titles, phone numbers, and email addresses.
 - Clearly indicate any work performed for municipal or county governments and briefly describe the services provided.
- **Section 5 – Proposed Approach and Scope of Work**
 - Narrative demonstrating understanding of the Town's GIS environment, needs, and desired outcomes.
 - Detailed approach to completing the scope of services, including methodologies, tools/platforms, and anticipated deliverables.
 - Description of project management approach, communication methods, and quality control measures.
- **Section 6 – Project Staffing and Schedule**
 - Proposed project organization, including an organizational chart if applicable.
 - Estimated level of effort and staffing plan for key tasks.
 - Proposed implementation schedule, major milestones, and assumptions.
- **Section 7 – Data Management and Security**
 - Description of the firm's approach to data development, maintenance, and quality assurance.
 - Description of how Town-owned data will be stored, backed up, secured, and returned at the end of the contract.
 - Any proposed standards or best practices for metadata, naming conventions, and version control.

- **Section 8 – Technology, Integration, and Support**
 - Description of proposed GIS software, tools, and technologies to be used, including compatibility with the Town’s existing platforms (e.g., Esri, KGIS).
 - Explanation of how the solution will integrate with other systems, if applicable.
 - Description of training, knowledge transfer, and ongoing technical support offered to Town staff.
- **Section 9 – Required Forms and Certifications**
 - All forms required by the Town, fully completed and signed (as identified elsewhere in this RFP).
 - Any additional required statements, affidavits, or certifications (e.g., insurance certificates, nondiscrimination statements, conflict of interest disclosures).

Cost is to be filled out on the Proposal Cost form provided in this RFP and submitted in a sealed separate envelope with the proposals. Only one (1) copy of the Proposal Cost Form is required.

Proposals should be on 8 ½ x 11 paper and be printed on both sides. Responses should have no more than one hundred (100) pages of content. The following items do not count toward the total content page limit:

- Cover page with signature
- Signed Proposal Cost form (In a separate sealed envelope)
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Iran Divestment Act Certification

3.2 Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alterations, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town

END OF THIS SECTION

4. Evaluation Procedure

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

4.1 Selection and Award Process

The Town will follow the evaluation steps outlined below:

- a. **Compliance:** After receiving all submittals by the due date and time, a preliminary evaluation by the Town may determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Vendor Proposals, which are compliant, are advanced to the written evaluation stage.
- b. **Evaluation:** The Town will evaluate proposals according to the criteria outlined in the RFP.
- c. **Negotiations:** The Town will select a finalist vendor to participate in software and implantation negotiations. The final contract award recommendation will be made to the Town Administrator.
- d. **Contract Award:** The contract for this RFP will be approved and awarded by the Board of Mayor and Aldermen.
- e.

4.2 Scoring

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- | | |
|----|--|
| 0= | No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided. |
| 1= | "Poor": Proposal is lacking or inadequate in most basic requirements for the specific criteria. |
| 2= | "Below Average": Proposal meets many of the basic requirements for the specific criteria but is lacking in some essential aspects. |
| 3= | "Average": Proposal adequately meets the minimum requirements of the specific criteria and is generally capable of meeting the City's needs. |
| 4= | "Above Average": Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect. |
| 5= | "Excellent": Proposal exceeds the minimum requirements in most aspects of the specific criteria |

Note: The Evaluation Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50 points).

Item	Description	Points
Technical Approach	<i>Demonstrate understanding of the Town's GIS environment and objectives. Quality and clarity of proposed Technical Approach and methodology. Innovation and use of industry best practices/standards.</i>	30
Relevant experience	<i>Experience with municipal or county GIS systems. Firm's overall GIS capabilities and certifications.</i>	25
Project Team and Staffing	<i>Qualifications and GIS experience of Project Manager. Qualifications of Key technical staff (analysts, developers, database admins)</i>	15
Project Management and Schedule	<i>Realistic and detailed project schedule with milestones. Project management approach, communication plan and quality controls.</i>	10
Cost Proposal	<i>Overall cost competitiveness in relation to scope.</i>	5
References and past performances	<i>Quality of references.</i>	15
Maximum Technical Points		100 Points

In the case of a Tie Bid/Score, if there are no federal funds in the project. ties will be determined by one of the following factors at the Town's discretion:

- Delivery Schedule
- Previous Company Performance
- Vendor Location

END OF THIS SECTION



RFP No. 2026-25 GIS Services

Proposal Cost Form

Job Description Hourly Rate

Job Description	Hourly Rate
Planner	\$
Senior Project Manager	\$
Project Manager	\$
GIS Analyst	\$
GIS System Analyst	\$
GIS Technician	\$
Senior Database Administrator	\$
Database Administrator	\$
Senior Developer	\$
Developer	\$
Senior Consultant/Architect	\$
Consultant/Architect	\$
Trainer	\$
Technical Writer	\$
Senior Drafter/CADD	\$
Drafter/CADD	\$
Expert Witness	\$
Clerical	\$
Administrative Assistant	\$
Office Manager	\$
Other/Description:	\$
Other/Description:	\$
Other/Description:	\$
Other/Description:	\$

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids.

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

1. _____

2. _____

3. _____

Name and Address of Bidder: _____

Telephone: _____

Email Address: _____

Signature: _____

Title: _____ Date: _____

Town of Farragut

General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term “vendor” is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut’s instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut’s best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut’s best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut’s web page. It is the vendor’s responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut’s approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut (“Town”).
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut’s prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.

12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.

14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.
17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
 - a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
 - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
 - a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

TOWN OF FARRAGUT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and _____ (“Contractor”) for professional services for the assignment described as follows:

Project: Geographic Information System (“GIS”) Services

Location: Town of Farragut Town Hall

Description of Project: GIS Services – Ongoing Maintenance

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as described and as limited on **Attachment A**. Subject to the availability of budgeted funds, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before _____. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistently with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client shall not be liable for any injury to the Contractor's personnel or for any damage to the Contractor's property occurring on Client premises, except to the extent caused by the Client's gross negligence or

willful misconduct. The Contractor agrees to assume all risk of, and hereby waives and releases the Client, its officers, employees, and agents from, any and all claims, demands, and causes of action arising out of or related to the performance of services under this Agreement, except for claims arising solely from the Client's gross negligence or willful misconduct.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **[INTENTIONALLY DELETED]**

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's

failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client, and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the

parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

CONTRACTOR:

Town of Farragut

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT A
Basic Services

Project: Geographic Information System (“GIS”) Services
Location: Town of Farragut Town Hall

Pursuant to the Professional Services Agreement to which this Attachment A is attached, Contractor shall provide to the Client such technical services related to the Client’s GIS system as requested by Client, subject to a determination that at any given time that a request is made for services that there are adequate budgeted funds appropriated by the Client to pay for the requested services.

The Client’s governing body will allocate funding at the start of its fiscal year on July 1 in an amount it chooses for GIS services. There is no agreement as to the minimum amount Client shall appropriate or budget for GIS services. Such amount is an estimate only and is expressly subject to increase or decrease on an annual basis in accordance with the Client’s operational requirements, availability of appropriate funds, and the scope of services authorized for the fiscal year.

Consistent with the rights of the parties to suspend and/or terminate this Professional Services Agreement as set forth in Sections 6 and 8, if during the course of Client’s fiscal year its budgeted funds for GIS services are exhausted, then Client shall have no obligation to request any GIS services and Contractor shall have no obligation to provide further GIS services to Client.

So long as Client has funding available under its budget for GIS services, Contractor shall provide GIS services for Client on an as needed, as requested basis. Subject to such budgetary constraints, Contractor shall assign an individual who possesses expertise, knowledge and skills sufficient to provide GIS services needed by Client to work on-site at the Client’s main office. Such individual shall work on Client’s GIS services pursuant to a predetermined written schedule at least one day per work week, no more than eight (8) hours each day. Such individual shall collaborate with and assist the Client by monitoring, coordinating, advancing and improving the Client’s geographical information system to ensure that such system most efficiently meets Client’s GIS needs.

The Town shall not be liable for any injury to the Contractor’s personnel or for any damage to the Contractor’s property occurring on Town premises, except to the extent caused by the Town’s gross negligence or willful misconduct. The Contractor agrees to assume all risk of, and hereby waives and releases the Town, its officers, employees, and agents from, any and all claims, demands, and causes of action arising out of or related to the performance of services under this Agreement, except for claims arising solely from the Town’s gross negligence or willful misconduct.

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of **ALL** issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer’s representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer’s behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name:**2026-25 GIS Services**

Date: _____

Name of Proposer’s Company: _____

Signature of Responsible Proposer: _____

Notary’s Signature: _____

Notary Seal

DRUG-FREE WORKPLACE AFFIDAVIT

SECTION A – FOR EMPLOYERS WITH FIVE (5) OR MORE EMPLOYEES

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Name of Officer Title of Officer

SECTION B – FOR EMPLOYERS WITH FEWER THAN FIVE (5) EMPLOYEES

The undersigned hereby certifies that the Company listed below employs fewer than five (5) employees and is therefore exempt from the Drug-Free Workplace Program requirements of T.C.A. § 50-9-113.

Company Name: _____

Number of Employees: _____

Name of Officer Title of Officer

State of _____, County of _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20.

Notary Public

My commission expires: _____

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____



STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS

OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative	Date
Printed Name and Title	Phone Number / Email Address



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-informationlibrary.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Professional Services Agreement with JMT, Inc. for Right of Way (ROW) Acquisition Services for the Virtue Road Phase II Multi-Modal Improvements Project

Introduction & Background: The purpose of this item is to approve a contract with Johnson, Mirmiran & Thompson (JMT), Inc. for appraisals and negotiation services for acquisition of Right of Way (ROW) for the Virtue Road Phase II Multi-Modal Improvements Project. This project includes the reconstruction of Virtue Road from 1,200' south of Needlegrass Lane to Willow Cove Way on Boyd Station Road.

Discussion & Recommendations: The Town's design consultant has completed Right of Way (ROW) plans for the project, and we have been given Notice to Proceed with the ROW acquisition phase. The project is funded through Surface Transportation Block Grants (STBG), with an 80/20 Federal/Local funding split, and must follow all requirements of TDOT's Local Programs Development Office. We have completed the process of issuing a Request for Qualifications (RFQ), and selected JMT, Inc. as our preferred consultant based upon their qualifications. The contract is for negotiations, with appraisals to be subcontracted. Total fee for services will be \$249,600.

Account Number: 310-43984-8000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$925,000	\$249,600	\$51,450	\$623,950

Approved By: Tessa Cortes

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve the professional services agreement with JMT, Inc. for ROW acquisition services for the Virtue Road Phase II Multi-Modal Improvements project.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Johnson, Mirmiran & Thompson, Inc.** (“Contractor”) for professional services for the assignment described as follows:

Project: Virtue Road/Boyd Station Road Improvements

Location: Virtue Road/Boyd Station Road South of Needlegrass Lane to Willow Cove Way

Description of Project: Right-of-Way Acquisition Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$249,600, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before May 31, 2028. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall indemnify and hold harmless the Client, its officers, employees and agents from all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages but only to the extent caused by the negligent act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, reasonable attorney fees, and other expenses arising in connection with the defense of the Client;. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the

parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney’s fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President’s Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.


h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

CONTRACTOR:

Town of Farragut

By: _____

By:  _____

Printed Name: _____

Printed Name: Ryan Henley

Title: _____

Title: Vice President

Date: _____

Date: 5/6/2026



April 13, 2026

Tessa Cortes, CPA, MBA
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

RE: Scope and Fee Proposal
JMT Job No. 25-03676
Virtue Road/Boyd Station Road

Dear Ms. Cortes:

JMT is pleased to present our scope and fee proposal for the acquisition process for the Virtue Road/Boyd Station Road project from south of Needlegrass Lane to Willow Cove Way. We propose to act as the Town of Farragut's agent throughout the right-of-way (ROW) acquisition process, from initial contact through delivery of the final transmittal to the Town for each parcel. We will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), the TDOT Right of Way Manual, and the TDOT Local Government Guidelines for the Management of Federal- and State-Funded Transportation Projects. The project, as we understand it, is a roadway improvement project on Virtue Road and Boyd Station Road and will encompass grading, paving, signage, and intersection enhancements. The project consists of twenty-three (23) tracts for acquisition with no relocations.

JMT will provide:

- Coordinate and attend public meetings as requested.
- Issue Form 4s to all property owners on the project upon receipt of preliminary title reports.
- Contract appraisers as required by the project to generate fair market value reports with a review report as needed.
- Assist in determining nominal values, as needed, to support fair market value offers.
- Provide weekly status reports from initial contact through closing.
- Provide qualified agents to prepare documents, review fair market value, liens, leasehold interest, and title information for negotiations on each parcel or any interest in the parcel.
- Contact all interests required per parcel and present written offers for the acquisition. (Confirm title information and all interest to be released with owner.)
- Conclude negotiations with documentation of settlement amounts or initiate condemnation process to be implemented by the Town of Farragut as required.
- Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
- Parcel files: Files for each parcel, property owner, lease or occupant will be generated for all negotiations. The parcel file will include a log of all correspondences with the property owner, agents or assigned.

<u>Tract</u>	<u>Title</u>	<u>Appraisal/NPP</u>	<u>Negotiations</u>	<u>Closing</u>	<u>Total</u>
2	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
3	\$ 900.00	\$ 4,500.00	\$ 5,200.00	\$ 1,000.00	\$ 11,600.00
6	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
7	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
8	\$ 900.00	\$ 3,000.00	\$ 5,200.00	\$ 1,000.00	\$ 10,100.00
9	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
10	\$ 900.00	\$ 8,000.00	\$ 5,200.00	\$ 1,000.00	\$ 15,100.00
12	\$ 900.00	\$ 5,000.00	\$ 5,200.00	\$ 1,000.00	\$ 12,100.00
13	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
14	\$ 900.00	\$ 5,000.00	\$ 5,200.00	\$ 1,000.00	\$ 12,100.00
15	\$ 900.00	\$ 3,000.00	\$ 5,200.00	\$ 1,000.00	\$ 10,100.00
16	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
17	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
18	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
19	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
20	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
21	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
22	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
23	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
24	\$ 900.00	\$ 4,000.00	\$ 5,200.00	\$ 1,000.00	\$ 11,100.00
26	\$ 900.00	\$ 5,000.00	\$ 5,200.00	\$ 1,000.00	\$ 12,100.00
27	\$ 900.00	\$ 3,500.00	\$ 5,200.00	\$ 1,000.00	\$ 10,600.00
28	\$ 900.00	\$ 3,500.00	\$ 5,200.00	\$ 1,000.00	\$ 10,600.00
Total	\$20,700.00	\$ 92,500.00	\$ 114,400.00	\$ 22,000.00	\$ 249,600.00

Assumptions and Exclusions:

- Tract 2 is currently owned by the Town of Farragut and a title report confirming this ownership is all that is needed on this tract. If a preliminary title report shows a change in ownership, a change order will be requested.
- It is assumed no relocations are needed on this project. A change order will be requested if any relocations become necessary.
- This scope and fee proposal assumes formal appraisals will be needed for all 23 tracts. After approval, a Preliminary Group Inspection (PGI) will be conducted with the appraiser to determine the exact type of appraisal needed for each tract. It is expected that some tracts will require Formal Part Affected appraisals and some will qualify as Nominal Payment Parcels; the fee will be adjusted accordingly. If the appraisal approach results in a reduction to the scope, JMT will submit a change order reflecting the reduced fee.

This proposal is an estimate and will be billed based on the actual hours of work performed. The contract will be based on the unit prices and our current hourly rates for each classification, with a not-to-exceed amount of \$249,600.00 (Two Hundred Forty-Nine Thousand Six Hundred Dollars). If revised

appraisals are required, a change order will be requested. Invoices will be submitted monthly and will include a detailed description of personnel and time for services rendered.

If you have any questions or need further information, please do not hesitate to contact me at 865-270-3394 or ehooper@jmt.com.

Very truly yours,

Johnson, Mirmiran, and Thompson, Inc.



Emily Hooper
Senior Real Property Specialist



Ryan M. Henley, PLS
Vice President



**Town of Farragut
Request for Qualifications**

Request for Qualifications No. 2026-27
 Qualifications Title: Virtue Rd Right of Way Acquisition Services

Information for Respondents

The Town of Farragut’s intended schedule for the solicitation is as follows:

RFQ Issue	03/12/2026
Deadline for Questions	03/24/2026
RFQ Opening	03/31/2026 @ 2:00PM
Intent to Award	04/15/2026
Board of Mayor and Alderman Approves/Contract Signed	04/22/2026

Responders must submit one original and three copies (4 total): and label on the outside of the envelope as **“Sealed RFQ No. 2026-27 Virtue Rd Right of Way Acquisition Services”** (A envelope cover page has been provided)

The RFQ Documents for the project may be obtained on the following sites:

1. **Town Website** (Free):
 - https://link.edgепilot.com/s/e21d4051/d914nL_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
 - <https://link.edgепilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
 - https://link.edgепilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star** (Paid):
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

It is the Proposer's responsibility to ensure that the Town's website, Beacon, EUNA/Demandstar or Vendorlink is reviewed for RFP changes prior to submission of proposal.

All proposals submitted must be prepared with documents obtained from the Town of Farragut or its designee.

All communication regarding this RFQ must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFQ.

Vendors' contact with anyone else in the Town is forbidden and may result in disqualification of the Vendor's proposal. Further, any oral communication will be considered unofficial and non-binding on the Town. Responders should rely only on written statements issued by the Finance Department representative.

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due date/time will remain at the Town's Finance Procurement Division, sealed, and will not be considered.

The solicitation does not commit the Town to award of a contract, to pay any costs incurred in the preparation of a response or to procure or contract for services. The Town reserves the right to reject any and all responses received, to negotiate with all qualified responders, to cancel this solicitation in part or in its entirety or re-advertise if it is in the best interest of the Town to do so.

Submitting an incomplete response or a response without proper required forms can result in disqualification. The Town reserves the right to conduct interviews as part of its evaluation process. After the initial round of scoring, the Town reserves the right to conduct a second round of interviews. The Town's determination of the responders's ability or inability to complete the project shall be final and nonreviewable. Every vendor agrees to accept the Town's determination of a vendor's ability or inability to complete the project.



**Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37934**

Confidential

Request for Qualifications

DO NOT OPEN

RFQ 2026-27: Virtue Rd Right of Way Acquisition Services

Proposal Opening Date & Time: March 31st, 2026 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

Scope of Work

Right of Way Acquisition Services

Grant: PIN 132927.00, Federal Project STP-M-9109(195), S.P. 47LPLM-F2-216

Virtue Road/Boyd Station Road, from South of Needlegrass Lane to Willow Cove Way

Farragut, Knox County

The Town of Farragut is seeking to retain the services of professional property acquisition firms regarding a roadway improvements project at Virtue Road/Boyd Station Road in Farragut. This project includes grading, paving, signing and intersection improvements, and will require acquisition of Right of Way, permanent drainage easements, slope easements and construction easements on approximately 23 tracts and *no relocations*.

To accomplish these tasks, the Town will select one firm to be responsible for the Right of Way Acquisitions. These functions will include:

- Procure various ROW service contracts. All firms must be on the TDOT approved list of acquisition/relocation consultants. No one involved may have any interest in the land being acquired. This will include the following:
 - Appraiser - The Appraiser shall be licensed and/or certified to conduct real estate appraisals in Tennessee and consistent with the Uniform Standards of Professional Appraisal Practices (USPAP).
 - Negotiator (Buyer) – Shall not be the appraiser, review appraiser, or closing agent. Will not close any transactions.
 - Closing agent – Shall not be the review appraiser, appraiser, or negotiator (buyer). May be a local abstract or title company.
 - Relocation agent – Must be on the TDOT approved list of acquisition/relocation consultants.
- Notify property owners in writing as soon as possible that their properties will be acquired or affected.
- Will work in conjunction with the Town of Farragut's Appraiser Reviewer, already procured.

All consultants must coordinate property acquisition activities with the TDOT Right of Way offices and ensure full compliance with the most recent editions of the TDOT Right of Way Manual and the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Invoicing and payment for consulting services will be managed by the Town of Farragut, following TDOT's established guidelines.

Interested firms should submit a qualifications-based proposal to The Town of Farragut, Procurement Division, Anissa Pratte, 11408 Municipal Center Dr., Farragut, TN 37934, by the due date found on page 1 of this RFQ.

Selection Process

Procurement of these professional services shall comply with the Town of Farragut Procurement Ordinances and the State of Tennessee laws.

Evaluation Criteria

The Town of Farragut staff will utilize objective criteria when evaluating and ranking qualified respondents. These criteria are outlined below:

Demonstrated abilities in completing appraisals reviews	25%
Experience specific to TDOT Local Programs projects	25%
Qualifications and availability of staff	20%
Demonstrated ability to meet schedules	15%
Evaluations on prior projects with TDOT, Town of Farragut and other clients, if available	15%

Instructions to Responders

To be considered responsive, all submittals must be made in accordance with these instructions. Submittals shall include one original and three copies (4 total sets of documents) of the following information and shall be organized in the following order.

Title Page: Include name of firm, address, phone number, contact person, and email address of contact person.

- A. Table of Contents
- B. Letter of Transmittal: Limit to one page.
- C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)
- D. Provide the team's availability commitment for the project duration.
- E. Provide the team/firm's approach to the project and an estimated timeline of delivery of services.
- F. References: Include the name, address, telephone number, and e-mail address for contact person at three (3) public entities that represent the type of work requested for the scopes under this RFQ, to which the respondent has provided these services within the last 5 years.

- G. Provide a statement that the firm is licensed and qualified to perform the requested services in the State of Tennessee. Include copies of applicable licenses, registrations, certifications for the firm and pertinent personnel who will participate in the project.

- H. Any supplemental information that might enhance the Town's understanding of the firm and its experience/qualifications. (Limit to 2 pages)

- I. Required Forms:
 - a. Drug Free Workplace
 - b. List of any subcontractors
 - c. TN License or certification to conduct real estate appraisals in TN
 - d. Current proof of being on TDOTs approval list of appraisers.
 - e. Iran Divestment Act Certification
 - f. Non-Boycott of Israel Certification
 - g. Certification regarding debarment and suspension
 - h. Title VI Assurance
 - i. Equal Employment Opportunity
 - j. Addenda Acknowledgement
 - k. Non-Collusion Affidavit
 - l. Statement of Illegal Immigrants

The contents of this Request for Qualifications (RFQ), including all terms, conditions, specifications, and requirements, as well as the selected firm's response, will be incorporated into and made a part of the final contract between the Town of Farragut and the successful firm. By submitting a qualifications statement, the respondent acknowledges and agrees that the provisions of this RFQ will serve as binding obligations within any resulting agreement.

Town of Farragut Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term “vendor” is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut’s instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut’s best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut’s best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut’s web page. It is the vendor’s responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut’s approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut (“Town”).
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut’s prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.
- The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.
10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.
- In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.
11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.
12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.
14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.
15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.

17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee’s Open Records Act and all information in the Town of Farragut’s possession is subject to disclosure upon request. The applies whether or not such information is stamped “confidential,” “proprietary” or other similar phrases.
20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
 - a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act

**TOWN OF FARRAGUT
GOVERNMENTAL REGULATION ADDENDA**

The following commitments, certificates and affidavits find their origin in federal and state law related to funding granted by state and federal entities to local governments like the Town of Farragut, and are agreed to by the parties to the contract or agreement to which it is incorporated:

I. With respect to compliance with the Equal Employment Opportunity requirements:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 1 1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 1 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The Town of Farragut (herein the "Client" or the "Applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. With respect to compliance with Copeland "Anti-Kickback Act":

(a) Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses,

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12."

3. With respect to compliance with the Contract Work Hours and Safety Standards Act:

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the total of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The Town of Farragut shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. With respect to compliance with the following Acts:
 - (a) Clean Air Act
 - (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
 - (ii) The Contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
 - (b) Federal Water Pollution Control Act.
 - (i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) The Contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
 - (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
5. With respect to compliance with respect to requirements regarding Suspension and Debarment:
 - (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
 - (b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (d) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352: Contractors who apply for or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

7. With respect to the compliance with the Drug-Free Workplace Act:

As required by Tennessee Code Annotated 50-9-113, the Contractor shall provide with their bid, an affidavit certifying that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Tennessee Code Annotated Sections 50-9-101 through 50-9-113. This statute forbids any local government from entering into any contract or awarding any contract for construction services with any covered employer who has not provided the affidavit of compliance.

As required by Tennessee Code Annotated 50-9-114, the Town maintains an operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by the Town includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace or other drug and alcohol testing program with requirements at least as stringent as the program operated by the Town. A copy of Town's program may be obtained upon request. The model affidavit referred to in the previous paragraph complies with the foregoing requirement.

8. With respect to the compliance with the laws governing employing or contracting with illegal immigrants.

The Town shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of Governor's Executive Order #41, An Order Regarding Compliance with Federal and State Laws Related to Employing and Contracting with Illegal Immigrants, and the requirements of Public Acts of 2006, Chapter Number 878 of the State of Tennessee (codified at Tennessee Code Annotated, Title 12, Chapter 4, Part I).

The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Town a completed and signed copy of the Attestation form provided by the Town, semi-annually during the period of this Contract.

Prior to the use of any subcontractor in the performance of this Contract, and semiannually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.

The Contractor shall maintain records for its employees used in the performance of this Contract, Said records shall include a completed federal Department of Homeland Security Form 1-9, Employment Eligibility Verification, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the Town of Farragut and the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, "illegal immigrant" shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the noncitizen to enter the country for specific purposes and a particular time period.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors".

9. This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

10. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.

11. The following six Government required certifications have been completed and affixed to the Agreement as Attachments A, B, C, D, E and F:

- Attachment A — Drug-Free Workplace Affidavit
- Attachment B — Employ/Contract with Illegal Immigrants Certification
- Attachment C — Iran Divestment Act Certification
- Attachment D — Non-Boycott of Israel Certification
- Attachment E — Certification Regarding Debarment and Suspension
- Attachment F — Byrd Anti-Lobbying Amendment Certification
- Attachment G — Non-Collusion Affidavit
- Attachment H — Title VI Assurance
- Attachment I — Equal Employment Opportunity

ATTACHMENT A

**DRUG-FREE WORKPLACE AFFIDAVIT
State of Tennessee, County of Knox**

The undersigned, principal officer of _____ an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. S 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
- 3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
- 4. The Company is in compliance with T.C.A. S 50-9-113

Further affiant saith not.

 Name of Officer Title of Officer

State of Tennessee, County of Knox

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office _____ this day of _____ 20 _____

Notary Public: _____
My commission expires: _____

ATTACHMENT B

**STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS
EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING**

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 1 1 1 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____

County of _____

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____

Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this day of _____ 20_____

Notary Public _____

My commission expires _____

ATTACHMENT C



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106. Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE

ATTACHMENT D



**STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees. According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
 - 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.
- Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

ATTACHMENT E



**STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.

ATTACHMENT F



**STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative	Date
Printed Name and Title	Phone Number / Email Address

ATTACHMENT G

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

((Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Title

My commission expires: _____

ATTACHMENT H

TITLE VI ASSURANCE

As required by the contractual agreement, _____ will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

_____ assures that no person shall on the grounds of race, color, or national origin, as provided by **Title VI of the Civil Rights Act of 1964** and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

_____ further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

_____ will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct, and complete.

Administrative Head

Date

ATTACHMENT I

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name _____) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

(Company Name _____) will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO /AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

(Company Name _____) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name _____) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name _____) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of (Company Name _____) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the Company EEO Officer identified below:

EEO Officer Name: _____ Address/Office

Location: _____ Telephone #

(Signature of Company Head)

(Date)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. (Check the box next to each addendum received and applicable)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer’s representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer’s behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name:2026-27Virtue Rd Right of Way Acquisition Services

Date: _____ Name of Proposer’s Company: _____

Signature of Responsible Proposer: _____

Notary’s Signature: _____

Notary Seal



Town of Farragut

Right of Way Support and Property Acquisition Services

RFQ NO. 2026-18

SUBMITTED TO:

Town of Farragut
11408 Municipal Center Drive
2nd Floor
Farragut, TN 37772

SUBMITTED BY:

JMT
1909 Ailor Avenue
Knoxville, TN 37920
865-546-5800
www.jmt.com



January 8, 2026 | 2:00 PM



A / TABLE OF CONTENTS	1
B / LETTER OF TRANSMITTAL.....	2
C / FIRM AND TEAM EXPERIENCE	3
D / AVAILABILITY	14
E / APPROACH	15
F / REFERENCES.....	16
G / LICENSES AND QUALIFICATIONS	17
H / SUPPLEMENTAL INFORMATION.....	22
I / REQUIRED FORMS.....	23



January 8, 2025

Town of Farragut
Attn: Anissa Pratte
11408 Municipal Center Dr.
2nd Floor
Farragut, TN 37934

Reference: **Virtue Road/Boyd Station Road Roadway Improvement Project ROW Support and Property Acquisition Services (JMT project number: 25-03676)**

Dear Town of Farragut Selection Committee,

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit our qualifications for the Virtue Road/Boyd Station Road Roadway Improvement Project, providing Right of Way Support and Property Acquisition Services for the Town of Farragut. Our team brings extensive resources and a broad range of technical expertise to address all requirements and challenges associated with right-of-way (ROW) acquisition for this Tennessee Department of Transportation (TDOT)-funded project. Thank you for considering our qualifications.

JMT is uniquely qualified because of the following factors:

- **Experience** – The JMT Team is comprised of qualified staff consisting of: Right-of-Way Professionals, Real Estate Agents, and Title Specialists.
- **Knowledge and Familiarity** – The JMT Team is well versed in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Act), 49 CFR Part 24 of the Code of Federal Regulations and the TDOT Right of Way Manual.
- **Availability** – The JMT Team is ready to begin working immediately and is structured to provide the Town with the capacity and experience to respond to varying and unanticipated challenges.

JMT's dedicated East Tennessee staff combines professional expertise with local insight to provide reliable services, proactively address project complexities, and cultivate long-term working relationships to best serve our community. Our experience includes coordinating with municipalities and TDOT Local Programs, scheduling, coordinating title reports, negotiations, acquisitions, relocation assistance/property management (though not necessary on this particular project). Having built strong working relationships with many local appraisers, we are well positioned to deliver cost-effective and timely services to the Town.

If you have any questions or require additional information, please don't hesitate to contact me by phone at (865) 546-5800, or via email rmhenley@jmt.com.

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in blue ink, appearing to read 'Ryan Henley', is written over a light blue horizontal line.

Ryan Henley, RLS
Vice President

Project Experience

C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)

Firm Overview

Johnson, Mirmiran & Thompson, Inc. (JMT) is a nationally recognized, multi-disciplined consulting firm with more than 50 years of experience providing engineering and related services to public- and private-sector clients. Founded in 1971, JMT has earned a reputation for delivering practical, user-focused, and innovative solutions across the full lifecycle of transportation and infrastructure projects. JMT is a 100 percent employee-owned corporation, incorporated in Maryland, with more than 2,800 professionals located in offices throughout the United States, including a strong and established presence in East Tennessee.

JMT's staff includes experienced professionals in right-of-way acquisition, engineering, planning, environmental science, surveying, GIS, construction inspection, and construction management. This multidisciplinary team enables JMT to deliver integrated services tailored to each client's specific needs, ensuring consistent quality, accountability, and responsiveness throughout every phase of project delivery.

Transportation and Local Program Experience

JMT maintains a robust transportation engineering practice and has extensive experience supporting local governments on projects funded through state and federal transportation programs. Our team is certified in the Tennessee Department of Transportation (TDOT) Local Programs Manual, Construction Engineering and Inspection (CEI), and right-of-way acquisition, and is thoroughly familiar with TDOT and federal requirements for transportation grants to local agencies.

JMT routinely supports clients through all phases of project development, including engineering, design, right-of-way acquisition, construction oversight, CEI services, and on-site project management. We also process monthly reimbursement requests for TDOT Local Programs projects and manage the required documentation to support project certification. Over the past three years, JMT has supported more than 1,092 public-sector projects and is currently engaged in approximately 70 active public-sector projects across the State of Tennessee.

Right-of-Way Acquisition Expertise

Real estate acquisition requires specialized expertise and a thorough understanding of regulatory requirements, valuation, and stakeholder coordination. JMT provides comprehensive right-of-way acquisition services for projects of varying size and complexity, including roadway improvements, multimodal corridors, bridges, utility projects, and other capital improvements. Our veteran right-of-way agents and managers are well versed in state and federal right-of-way policies and procedures and bring decades of experience to each assignment.

JMT delivers complete right-of-way acquisition programs tailored to the specific needs of each project. Our services include project management; acquisition planning and strategy; records research and parcel identification; appraisals and appraisal reviews; negotiations; title searches and closings; relocations; and property management. From first property owner contact through deed recording, JMT manages the acquisition process with a focus on efficiency, compliance, and fairness.

Integrated Capabilities and Relevant Project Experience

In addition to right-of-way acquisition, JMT offers in-house expertise in civil design, community engagement, utility coordination, surveying and GIS, environmental services, construction inspection, subsurface utility engineering, water resources, and structural engineering. This multidisciplinary expertise allows JMT to anticipate challenges, streamline coordination, and deliver cohesive right-of-way solutions that support overall project success.

The following pages present representative right-of-way projects that demonstrate JMT's experience with projects of similar size, scope, and complexity, including work performed for the Town of Farragut and other local agencies throughout East Tennessee. These examples highlight our roles, responsibilities, and proven ability to deliver compliant, efficient right-of-way services in coordination with TDOT and local government requirements.

C / FIRM AND TEAM EXPERIENCE

Union Road Improvements Right-of-Way

Town of Farragut, TN



OWNER

Town of Farragut, TN

CONTACT

Darryl Smith
865-966-7057

DATE

2022 – Current

Project Description

JMT is currently contracted to acquire the necessary right-of-way and easements for 20 tracts as part of this project. All acquisitions are conducted in collaboration with the Tennessee Department of Transportation (TDOT) and adhere to TDOT's certification requirements.

The project will improve Union Road from North Hobbs to Everett Road as well as North Hobbs Road from US-11/70 (Kingston Pike) to Union Road. The improvements include a new two-lane curbed roadway with a multi-use trail. The project will also replace the bridge over Little Turkey Creek.

Magnolia Avenue Right-of-Way

Knoxville, TN



OWNER

City of Knoxville, TN

CONTACT

Karen McKeehan
865-215-6100

DATE

2018 – 2019

Project Description

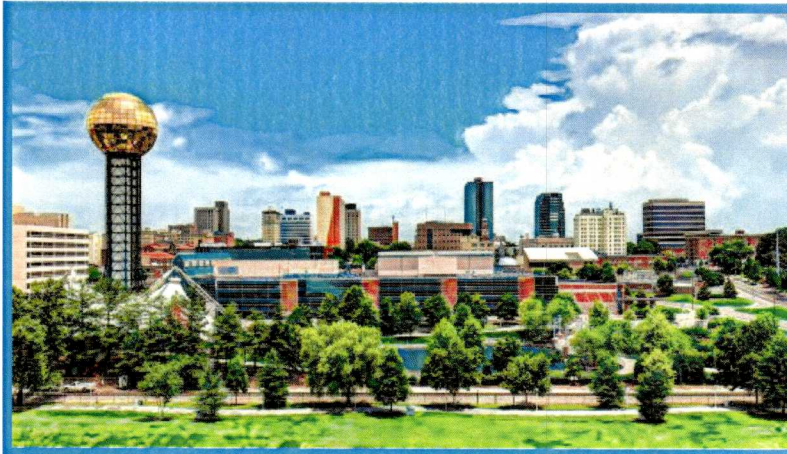
JMT provided Right-of-Way Acquisitions and Property Management services for the City of Knoxville for twenty-four tracts for the revitalization of Magnolia Avenue. This project revitalized Magnolia Avenue with streetscape improvements, incorporating landscape plantings, added bike lanes, new signalization, street lighting, new medians, turn lanes, sidewalk and curb improvements, and roadway Reconstruction.

This "Complete Streets" project invigorated the commercial district, strengthened the neighborhood environment, beautified the corridor, and provided for a more safe pedestrian usage. The first phase set the stage for eventually extending the project to Chilhowee Park. Our team worked closely with the City and key stakeholders to bring all voices together, with the desire to empower the City and the community in the process.



C / FIRM AND TEAM EXPERIENCE

On-Call Right-of-Way Contract Knoxville, TN



OWNER

City of Knoxville, TN

CONTACT

Tom Clabo
865-215-6100

DATE

2012 – 2023

Project Description

JMT has been selected on every contract renewal since 2012 to perform right-of-way services for the City of Knoxville on a continuing on-call basis. Services include right-of-way acquisition, railroad coordination, generation of exhibits and legal descriptions, relocation assistance, and property management. The scope of work also includes coordination of appraisals, title reports, and closings.

Contracts for which JMT has performed project management, owner contacts, and negotiations:

DATE	PROJECT	TRACTS	TDOT LOCAL PROGRAMS
2024	Pleasant Ridge Road Widening - performed acquisition.	33	TDOT Local Programs
	Old Broadway Sidewalk - performed acquisition.	11	
	Burlington Streetscapes Improvements - Performed acquisition.	18	
2023	Northwest Greenway Enhancements - performed acquisition	12	TDOT Local Programs
	Northwest Greenway Phase 2 - performed acquisition.	8	
	Sevier Avenue Streetscape - performed acquisition.	48	TDOT Local Programs
2022	Palmetto Road Phase 2 & Sullivan Road Sidewalk - performed acquisition.	18	
	Market Street Streetscape Improvements - performed acquisition.	4	
	Magnolia Avenue Streetscape Improvements - performed acquisition.	24	
2021	I-275 Business Park Access Improvements - performed acquisition	10	
	Cedar Lane Sidewalk - performed acquisition.	8	
2020	Jackson Avenue Ramps Bridge Replacement - performed acquisition.	4	TDOT Local Programs
	Merchant Drive and Clinton Highway Intersection Improvements - performed acquisition.	7	TDOT Local Programs

JMT continues to provide right-of-way services to the City of Knoxville under ongoing individual contracts.

C / FIRM AND TEAM EXPERIENCE

Schaad Road Widening Knox County, TN



OWNER

Knox County

CONTACT

Jim Snowden
865-215-5800

DATE

2019 – Ongoing

Project Description

JMT is under a current contract to acquire the required ROW and easements for 56 tracts on this project. Services include right-of-way acquisition, commercial and residential relocations, and coordination of title reports, appraisal, and closings.

The project features the addition of traffic lanes, sidewalks, medians, and turn lanes. The improvements run just over 1.6 miles between Pleasant Ridge Road and Oak Ridge Highway in Knox County. The 56 tracts include 11 relocations which are a mix of residential and commercial relocations.

Washington Pike Project Roadway Improvements Knoxville, TN



OWNER

City of Knoxville, TN

CONTACT

Christopher Ruberg
865-215-6083

DATE

2021 – 2024

Project Description

JMT is tasked with performing the acquisition process for the Washington Pike Project, acting as the City of Knoxville's agent throughout the entire ROW acquisition process. The project consists of construction of roadway improvements of existing roadway installation of turn lanes, curb and gutter, sidewalk, bike lanes retaining walls guardrail, traffic signals and any necessary drainage and grading work that extends from I-640 ramps to Murphy Road. JMT is performing 51 acquisitions for this project.

C / FIRM AND TEAM EXPERIENCE

Carpenters Grade Road ROW City of Maryville, TN



OWNER

City of Maryville, TN

CONTACT

Brian Boone, PE
865-273-3900

DATE

2024

Project Description

JMT delivered comprehensive right-of-way acquisition and negotiation services for the Carpenters Grade Road Widening project in Maryville, TN. Located in a rapidly expanding residential region, Carpenters Grade Road faces increased traffic from vehicles, bicycles, and pedestrians. In response, the City of Maryville is implementing a widening initiative that includes two 11-foot travel lanes, turn lanes, curb and gutter systems, a signalized intersection, and a 10-foot multiuse path. These enhancements are designed to bolster roadway safety and capacity while fostering improved pedestrian and bicycle connectivity.

Serving as the right-of-way negotiation agent, JMT managed all aspects of negotiations for each parcel, from initial outreach through final transmittal. We initiated title reports and appraisals for every tract to establish ownership interests and determine fair market value. Upon confirming these values, JMT presented offers to all property owners and interested parties.

Negotiations were conducted with each property owner and resolved through executed agreements, administrative settlements, or condemnation documentation as required. Agreements were successfully reached at appraised value or within statutory limits for 93% of the tracts. Following settlement, JMT coordinated with closing agencies to ensure completion of all necessary documentation for deed preparation, releases, and timely closings.

JMT also maintained detailed parcel files for each property, ensuring meticulous record-keeping in accordance with TDOT requirements.

C / FIRM AND TEAM EXPERIENCE

Team Experience

C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)

JMT's dedicated project team possesses the experience, qualifications, and collaborative approach required to support the Town of Farragut. Our seasoned right-of-way professionals bring local project expertise, enabling us to anticipate challenges, communicate effectively with stakeholders, and deliver efficient, compliant results.

Ms. Emily Hooper will serve as the Project Manager. Her primary role will be oversight and management of resource, quality assurance, budget, and timelines. Ms. Hooper joined JMT in 2023, bringing experience with a legal background. She has experience working with the TDOT LPA Coordinator to obtain ROW certification and is also TDOT-approved as an acquisition agent.

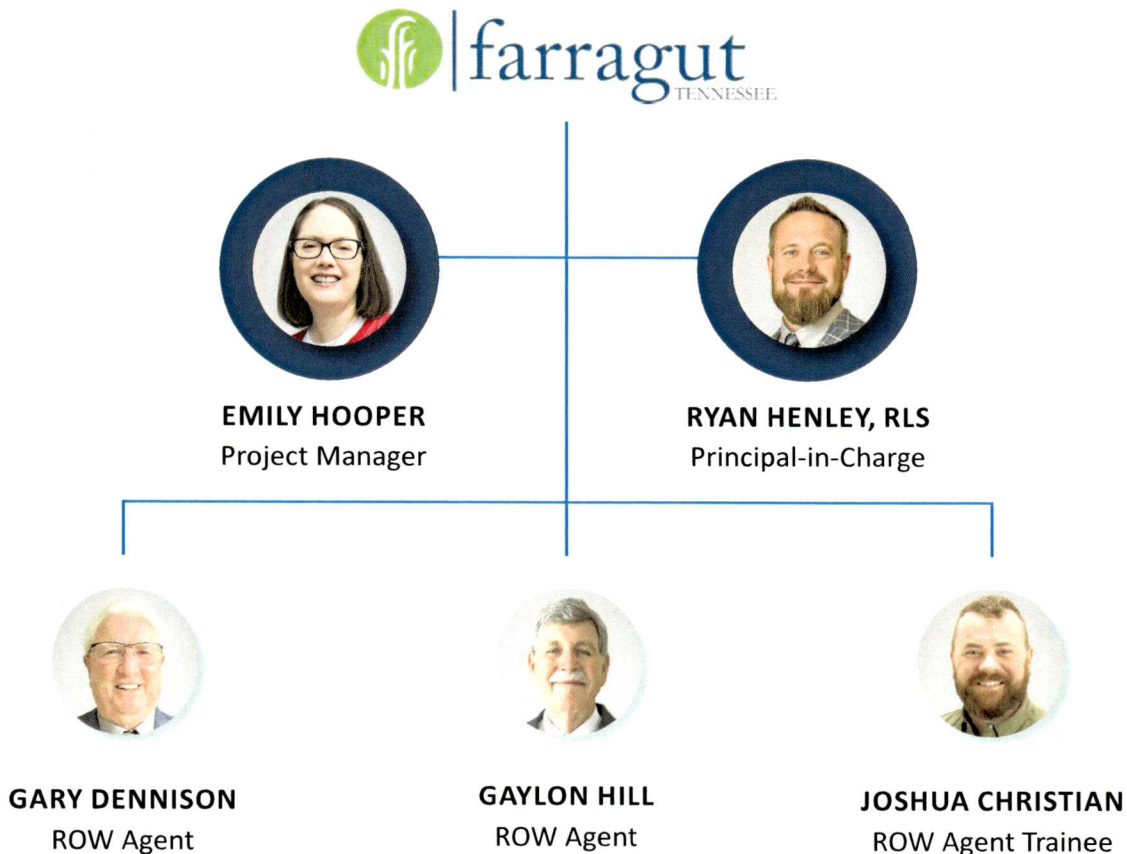
Mr. Ryan Henley, RLS is our Knoxville Office Leader. Ryan has been with JMT since 2008 and has served as Project Manager on several ROW projects prior to becoming Office Leader. He is TDOT-approved as both an acquisition and relocation agent.

Mr. Gary Dennison will serve as Senior Real Property Specialist for this project. He is TDOT-approved as both an acquisition and relocation agent. Gary spent over 20 years as an active real estate broker and over 20 years as a Right-of-Way Agent for TDOT. His primary role will be making offers and negotiating with property owners.

Mr. Gaylon Hill will serve as Senior Real Property Specialist for this project. He is TDOT-approved as both an acquisition and relocation agent. Gaylon has 35 years of experience with the TDOT Region 1 office, including 17 years as an agent, 15 years as an agent supervisor, and 3 years as the Region 1 ROW Manager. His primary role will be making offers and negotiation with property owners.

Mr. Joshua Christian will serve as a Real Property Specialist for this project. He is TDOT-approved as an acquisition agent trainee and will be providing assistance and support to Mr. Dennison and Mr. Hill. He has 6 years of experience as a Real Estate Agent, with 3 years serving as a Real Estate Broker.

Below, we have included an organizational chart to illustrate the structure of our proposed team:



Emily Hooper
Project Manager



EDUCATION

BA, History, Minor in Political Science, University of Tennessee
J.D., Law, University of Tennessee

YEARS OF EXPERIENCE

14

Background

Ms. Hooper has 14 years of experience with a background in the legal field. Her primary responsibilities have included attending offer presentations and negotiations as a ROW Acquisition/Relocation Agent trainee in addition to document and folder preparation. More recently, she has begun negotiating tracts as a ROW Acquisition Agent as well as assisting with project management through negotiations, closing, and right-of-way certification in coordination with State and local officials.

Experience

Carpenters Grade Road, City of Maryville, TN: ROW Negotiator. Experience on this project includes working with local officials and closing agent to resolve any issues related to closing to expedite parcel closings. Responsibilities include creating final folders as per TDOT file retention policies on closed tracts. This project was administered through TDOT’s Local Programs and Guidelines.

Northwest Greenway Phase 2, City of Knoxville, TN: ROW Negotiator. Providing acquisition services on two parcels and relocation services on one parcel. This project was administered through TDOT’s Local Programs and Guidelines.

Union Road Improvements, Town of Farragut, TN: ROW Acquisition Agent. Provided acquisition services on 2 parcels and Acquisition Agent trainee on 9 parcels responsible for acquiring Right-of-Way. Also prepared folders and documents for all 20 parcels on the project and coordinated with State and local officials. This project was administered through TDOT’s Local Programs and Guidelines.

Burlington Streetscapes, Knoxville, TN: ROW Acquisition Agent. Provided acquisition services on 5 parcels to include negotiation, document preparation, and title report review. Prepared folders and documents and coordinated with local officials for all 18 parcels on the project.

Schaad Road, Knoxville, TN: ROW Acquisition Agent. Provided acquisition services on 5 total parcels responsible for acquiring right-of-way. Assisted with 1 relocation parcel as a trainee including preparation of documents and coordination with local officials.

Old Broadway Sidewalk Improvement, City of Knoxville, TN: Right-of-Way Acquisition Agent. Provided acquisition services on 1 parcel.

Ryan Henley, RLS
Principal-in-Charge



BS, Construction
Engineering, East Tennessee
State University

REGISTRATIONS

Registered Land
Surveyor (RLS), TN #2769

YEARS OF EXPERIENCE

23

Background

Mr. Henley has 23 years of experience and serves as Knoxville Office Leader. His primary role is main point of contact handling oversight, management of resources, budgets and schedules. He is a member of the International Right of Way Association, Professional Surveyors and the National Society of Professional Surveyors. His education, experience and professional skills are an asset to the project team.

Experience

Jackson Avenue Ramps, Knoxville, TN: Project Manager. This project replaced the ramps connecting Jackson Avenue with the new Gay Street Viaduct while retaining the ramps' existing typical section. The project demolished the existing elevated Jackson Avenue ramps on either side of the Gay Street Overpass, rebuilding the ramp support structures, relocating and realigning the aboveground and underground utilities, and replacing ground-level features under the ramp. The project replaced the two-lane structure in kind (two-lane structure) and incorporated new sidewalks on the south side of the street, along with street lighting and underground utilities.

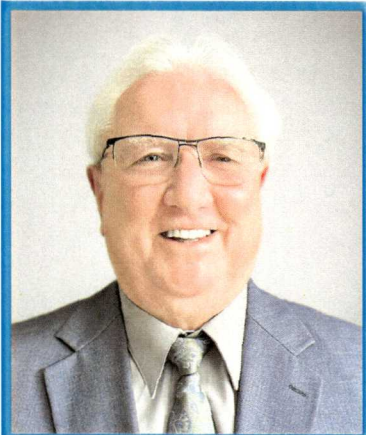
ROW On-Call, Knoxville, TN: Project Manager. Provided acquisitions for a continued on-call contract to provide ROW services for the City of Knoxville. Contract has been ongoing since 2012, with 4 renewals. Services include ROW acquisition, relocation assistance/property management. The project also includes coordination of appraisals, title report and closings.

Cumberland Avenue Streetscapes, Knoxville, TN: Project Manager for ROW/CEI/SUE/Survey. Responsible for initial survey for design, acquiring ROW and overseeing the construction of new roadway, sidewalks, hardscapes, plantings and utilities near downtown Knoxville. This project was a unique challenge due to the congestion in the area and the age of all existing known and unknown underground utilities. TDOT Local Programs Guidelines.

Magnolia Avenue Streetscapes, Knoxville, TN: Acquisitions/Property Management. Provided services to the City of Knoxville for twenty-four tracts for the revitalization of Magnolia Avenue. This project revitalized Magnolia Avenue with streetscape improvements, incorporating landscape plantings, added bike lanes, new signalization, street lighting, new medians, turn lanes, sidewalk and curb improvements, and roadway Reconstruction.

Sevierville Downtown Streetscapes, Sevierville, TN: Project Manager. Oversaw the construction of a complete streetscape plan in the heart of downtown Sevierville. The project includes creating wider sidewalks through the reduction of on-street parking, decorative streetlights, street trees and plantings, street furniture and enhanced crosswalk design.

Gary Dennison
ROW Agent



EDUCATION

Coursework, Civil Engineering, Tennessee Wesleyan University

REGISTRATIONS

Licensed Real Estate Broker

YEARS OF EXPERIENCE

42

Background

Mr. Dennison has 42 years of experience, including 20 years as an active real estate broker owning three real estate firms: ERA Gary Dennison & Associates, Metro Properties, and Dennison Realty Services. In 1993, Mr. Dennison joined Tennessee Department of Transportation (TDOT) as a Right-of-Way Agent III. His duties included: relocation property management, negotiations and closing agent. Mr. Dennison’s knowledge and experience in the real estate industry have served him well in fulfilling his duties as an agent. Although the majority of the 150+ relocations have been residential, he has specialized in business relocations, addressing complex moving and relocation issues.

Experience

On-Call Right-of-Way Contract, Knoxville, TN: Acquisition/Relocation Agent. Responsible for acquiring right-of-way, residential and business relocation assistance, right-of-way certification and property management. This contract has operated on a continuing contractual basis since 2012 to handle any and all right-of-way needs for the City of Knoxville. TDOT Local Programs Guidelines.

Cumberland Avenue Streetscapes ROW Acquisition, Knoxville, TN: ROW Negotiator. Provided acquisition services on 67 tracts to include coordination with State and local officials on all aspects related to the project; prepared all folders and was responsible for all permanent documentation and information provided to property owners. This project was administered through TDOT’s Local Programs and Guidelines.

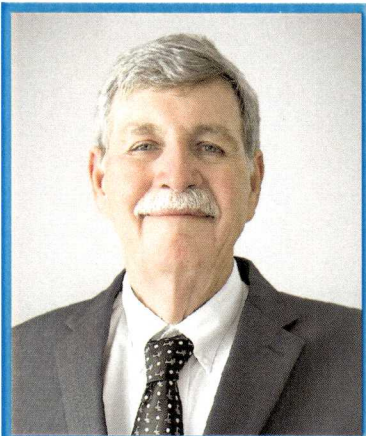
Jackson Avenue Streetscapes ROW Acquisition, Knoxville, TN: ROW Negotiator. Administered support under the City of Knoxville’s Right-of-Way On-Call contract, providing acquisition services on 17 tracts to include assisting with project management, negotiations, and title reports. This project was administered through TDOT’s Local Programs and Guidelines.

State #47023-2261 Federal #HPP-62 (34), Knox County, TN: Acquisition/Relocation Agent. SR-62 Western Avenue from east of Texas Avenue to Majors Avenue in the City of Knoxville. The project included four business and six residential relocations.

State #47003-2152-44 Federal #NH-I-40-8 (389), Knox County, TN: Acquisition/Relocation Agent. Smart Fix I-40 from east of I-275 Interchange to east of Cherry Street. The project included 10 relocations: eight businesses and two residential.

State #13001-2224-14 Federal #APD-NH-32 (18), Claiborne County, TN: Acquisition/Relocation Agent SR-32 from south of Little Sycamore Creek to south of SR-33. The project included 10 relocations.

Gaylon Hill
ROW Agent



EDUCATION

BS, Transportation,
University of Tennessee

YEARS OF EXPERIENCE

37

Background

Mr. Hill has 37 years of experience and will serve as Right-of-Way Agent II for this project, focusing on acquisitions. Mr. Hill joined JMT after 35 years of experience with the Tennessee Department of Transportation (TDOT) Region 1 Office. He has 18 years of right-of-way agent experience, 15 years as Right-of-Way Agent Supervisor, and 3 years as Region 1 Right-of-Way Manager. He has acquired Right-of-Way in every county in Eastern Tennessee, plus assisted other TDOT regions in Middle and Western Tennessee.

Experience

Town of Farragut, Union Road Improvements (052270-12), Farragut, TN: ROW Agent. Mr. Hill managed acquisition efforts for 20 tracts required by the Town. He provided offer preparation and negotiation services on eight property acquisitions. JMT is currently contracted to acquire the necessary ROW and easements for 20 tracts associated with this project. The project will enhance Union Road from South Hobbs to Everett Road and South Hobbs Road from US-11/70 (Kingston Pike) to Union Road. Planned improvements include construction of a new two-lane curbed roadway with a multi-use trail and replacement of the existing bridge over Little Turkey Creek.

City of Knoxville, Washington Pike Project Roadway Improvements, Knoxville, TN: ROW Acquisition Agent. The City was required to acquire 51 tracts of land. Mr. Hill provided offers and managed negotiations. By April 2025, he had submitted an offer on one tract and was preparing to negotiate on 15 additional tracts as appraisals were finalized. This project was administered through TDOT's Local Programs and Guidelines.

Clinton Highway and Beaver Creek ROW (052170-22), Knox County, TN: ROW Agent. JMT is acting as Knox County's Right-of-Way agent providing acquisition and negotiation services for the realignment and signalization of the intersection of West Beaver Creek Drive with Clinton Highway (SR 9). JMT also created parcel files for each property to maintain records of each transaction as required by TDOT. Mr. Hill managed acquisition efforts for nine tracts required by the County. He provided offer preparation and negotiation services on four property acquisitions. As of April 2025, one property acquisition was still pending completion.

Schaad Road (051970-35) Right-of-Way, Knox County, TN: ROW Acquisition Agent. Successfully acquired nine parcels and assisted nine parcels and assisted with one relocation parcel, including document preparation and coordination with local officials. The Schaad Road project is a roadway widening featuring the addition of traffic lanes, sidewalks, medians, and turn lanes. The improvements run just over 1.6 miles between Pleasant Ridge Road and Oak Ridge Highway in Knox County. There are 56 tracts requiring negotiations, of which 11 are relocations. The relocation tracts are a mix of residential and commercial relocations.



Joshua Christian ROW Agent Trainee



EDUCATION

BBA, Bachelors in Business Administration, American Military University

YEARS OF EXPERIENCE

5

Background

Mr. Christian has five years of hands-on experience in real estate brokerage, leasing, and land development, with a career spanning National Land Realty, United Real Estate Solutions, and The Land & Legacy Group. At National Land Realty, he managed contracts, assisted clients with site-selection and GIS analysis, and negotiated transactions to successful closings. He advanced to United Real Estate Solutions, where he specialized as a Rural Property Broker in East Tennessee, training and mentoring agents, testing land analysis tools, and marketing and negotiating property deals in a volatile market. Most recently, at The Land & Legacy Group, he focused on land sales, site-selection, and development, managing diverse real property transactions, conducting financial needs analyses, and recommending customized retirement and legacy solutions. His work includes life insurance brokerage, leveraging IULs and annuities, and collaborating with financial advisors and attorneys to expand client services. Throughout his career, Mr. Christian has consistently delivered results in contract negotiation, property acquisition, and client consulting, while maintaining efficiency in document management and closing schedules.

Experience

Washington Pike Project Roadway Improvements, Knoxville, TN: Real Property Specialist. JMT was engaged to manage the right-of-way acquisition process for the Washington Pike Project, serving as the City of Knoxville's representative throughout the entire effort. The project encompasses extensive roadway improvements, including new turn lanes, curb and gutter, sidewalks, bike lanes, retaining walls, guardrails, traffic signals, and all necessary drainage and grading work along the corridor from the I-640 ramps to Murphy Road. In total, JMT is responsible for 51 property acquisitions to support the project. Mr. Christian contributed as a ROW Acquisition Agent Trainee, overseeing acquisitions and ensuring successful coordination between property owners, city officials, and project stakeholders.

Canton Hollow Road Easements, Lenoir City, TN: Real Property Specialist. JMT was tasked with drafting exhibits and legal descriptions for each tract for all Canton Hollow Road electrical easements. The project includes the relocation of electric lines along Canton Hollow Road from Kingston Pike to Fox Road. Mr. Christian contributed as a Real Property Specialist, overseeing acquisitions and ensuring successful coordination between property owners, city officials, and project stakeholders.

The Land & Legacy Group, Knoxville, TN: Real Estate Broker. Work involved comprehensive real estate brokerage and leasing services, specializing in land sales, site-selection, and development. Responsibilities extend to GIS-based site analysis, negotiation of purchase, sale, and lease contracts, and maintaining closing schedules through efficient document management. Mr. Christian contributed as Real Estate Broker, consulting clients, collaborating with financial advisors and attorneys, and ensuring successful coordination among multiple stakeholders to achieve timely and effective closings.

D / AVAILABILITY

Availability

D. Provide the team's availability commitment for the project duration.

JMT's staff are available to begin work on this project immediately. We will remain accessible to property owners and town officials throughout the duration of the project, until all acquisitions are complete and the project is certified for right-of-way.

Right-of-Way Acquisition Approach

E. Provide the team/firm's approach to the project and an estimated timeline of delivery of services.

JMT will provide the staff and management necessary to perform right-of-way (ROW) acquisition services for the Virtue Road/Boyd Station Road Roadway Improvement Project, which is state and federally funded. Our services include coordination with the Town of Farragut, appraisers, title report preparation, negotiations, closings, and file management. All acquisition activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The following acquisition services will be provided for approximately twenty-three tracts:

Meetings

A public meeting may be beneficial, and JMT has experience conducting public meetings. Should the Town of Farragut determine that one is preferred, JMT will be present and available for communicating with property owners as well as other ROW team members.

Titles and Closings

We are pleased to utilize Tennessee Valley Title (TVT) for the title reports, deed recordings, and closings. We have teamed up with TVT on numerous projects over the years and we have an excellent working relationship.

Appraisals + Review Appraisals and Form 2s

We understand the Town will be selecting separate firms for appraisal preparation and appraisal review. We have excellent working relationships with many area appraisers and are comfortable working and communicating with them about their appraisals and Form 2s. We assume the Town will have the Form 2s executed, but we can also work with the Town on executing the Form 2s. JMT will coordinate with the TDOT Region 1 LPA Manager to facilitate the review and approval of the appraisals, reviews, and Form 2s. Our project manager has a very good working relationship with TDOT ROW and has worked on a wide variety of projects with the Region 1 LPA Manager.

Negotiations

The Town will provide JMT with a copy of the plan set for each tract, which contains a property map and acquisition table, individual exhibits, and legal descriptions for each tract (not yet received). The Town will update these files as necessary.

Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners. JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence in contacting each property owner. JMT will negotiate ROW and easements as shown in the most current plan set. JMT will use standard TDOT forms with Town of Farragut headers for all letters, forms, and negotiation documents with property owners.

Relocation + Miscellaneous Moves

In the event this project includes miscellaneous moves and salvage value items, we will provide staff and management to help perform any move services or retention of salvage items, including coordination with the Town, negotiations, and file management. All services will conform with the Uniform Act.

Project + File Management

JMT will maintain frequent communication and coordination with the Town's Project Manager, appraisers, attorneys, and other team members by phone and email as appropriate. During the active acquisition process, weekly status reports will be sent to the Town and other stakeholders as requested. In accordance with the Uniform Act, JMT will maintain electronic files of all necessary and proper documentation, and upon project completion, these files will be provided to the Town for their use and verification.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well-versed in the Uniform Act and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT approved.



F / REFERENCES

References

F. References: Include the name, address, telephone number, and e-mail address for contact person at three (3) public entities that represent the type of work requested for the scopes under this RFQ, to which the respondent has provided these services within the last 5 years.

Below is a list of three similar clients for whom JMT has provided ROW services within the last five years.

Name	Address	Contact Information	Scope of Services Provided	Dates of Services Provided
Darryl Smith, PE Town Engineer, Town of Farragut	11408 Municipal Center Drive Farragut, TN 37934	dsmith@townoffarragut.org (865) 966-7057	ROW Acquisition Services	2022-Present
Shawn Fitzpatrick, PE Civil Engineering Chief, City of Knoxville	3131 Morris Avenue Knoxville, TN 37909	sfitzpatrick@knoxville-tn.gov (865) 215-6131	ROW Acquisition Services	2012-Present
Brian Boone, PE Director of Engineering and Public Works, City of Maryville	400 West Broadway Avenue Maryville, TN 37801	bboone@maryville-tn.gov (865) 273-3500	ROW Acquisition Services	2021-Present

G / LICENSES AND QUALIFICATIONS

G. Provide a statement that the firm is licensed and qualified to perform the requested services in the state of Tennessee. Include copies of applicable licenses, registrations, certifications for the firm and pertinent personnel who will participate in the project.

JMT is fully licensed and qualified to perform the requested services in Tennessee, meeting all criteria outlined in the solicitation and maintaining all necessary registrations and certifications.

Copies of applicable licenses, registrations, and certifications for both the firm and pertinent personnel who will participate in this project are included below:

Company Licenses

Items to include:

JMT Knoxville
Business License



Venty Home

License Search and Verification



Tré Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: Johnson, Mirmiran & Thompson, Inc.

General Information

SOS Control #	000915384	Formation Locale:	MARYLAND
Filing Type:	For-profit Corporation - Foreign	Date Formed:	11/22/1972
	07/28/2017 10:07 AM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		

Registered Agent Address
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

Principal Address
40 WIGHT AVE
HUNT VALLEY, MD 21030-2059

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
02/09/2023	2022 Annual Report	B1336-0218
03/09/2022	2021 Annual Report	B1175-3812
03/19/2021	2020 Annual Report	B1001-7041
02/27/2020	2019 Annual Report	B0825-1471
02/21/2019	2018 Annual Report	B0657-1872
02/23/2018	2017 Annual Report	B0502-8508
01/28/2018	Registered Agent Change (by Agent)	*B0478-4994
	Registered Agent Physical Address 1 Changed From: 800 S GAY ST To: 300 MONTVUE RD	
	Registered Agent Physical Address 2 Changed From: STE 2021 To: No Value	
	Registered Agent Physical Postal Code Changed From: 37929-9710 To: 37919-5546	
07/28/2017	Initial Filing	B0423-0520



G / LICENSES AND QUALIFICATIONS

JMT Knoxville

State of Tennessee Department of Transportation, Right of Way Division Form DOT CS-100
Prequalification to Perform Right of Way Acquisition

Current Prequalification Letter



STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION


RIGHT OF WAY DIVISION
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3196

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

MEMORANDUM

TO: Mr. Ryan Henley
Johnson, Mirmiran, & Thomspson, Inc. (formerly Vaughn & Melton)
1909 Ailor Avenue
Knoxville, TN 37921

FROM: Gale Wagner, Assistant Director
TDOT Right of Way Division 

DATE: April 20, 2023

SUBJECT: ROW Form DOT CS-100
Johnson, Mirmiran, & Thomspson, Inc.

DN: cn=Gale Wagner, o=TDOT,
ou=Right of Way ,
email=gale.wagner@tn.gov,
c=US
Date: 2023.04.20 08:16:15 -05'00'

The Right of Way Division's Consultant Review Panel has evaluated the qualifications of **Johnson, Mirmiran, & Thomspson, Inc.** Based on the data submitted and the information gathered from the supplied references, it is the determination of the Panel that **Johnson, Mirmiran, & Thomspson, Inc.** meets the minimum requirements to perform Right of Way acquisition and relocation activities for the Tennessee Department of Transportation.

This prequalification is good for three (3) years, expiring 04/20/2026. There is an additional three (3) month holdover period to allow for processing of renewals received prior to the expiration date.

The following personnel are approved as noted:

	Acquisition	Relocation
Henley, Ryan	Yes	Yes
Gresham, Michael	Yes	Yes
Dennison, Gary	Yes	Yes
Walton, Judy	Yes	Yes
Hill, Gaylon	Yes	Yes
Hooper, Emily	Trainee	Trainee

Personnel may only do work in the field(s) of expertise for which they have been approved. Trainees must work under the guidance of an agent approved in the applicable field(s). A firm may request an agent's status to be upgraded or a new agent added by sending written request, page 6 of the CS100, and resume information, if available, to gale.wagner@tn.gov.



G / LICENSES AND QUALIFICATIONS

JMT Knoxville

State of Tennessee Department of Transportation, Right of Way Division Form DOT CS-100
Prequalification to Perform Right of Way Acquisition

Updated Team Member Prequalifications/Approvals (Email Confirmation)

From: TDOT PSPrequals <TDOT.PSPrequals@tn.gov>
Sent: Thursday, April 3, 2025 2:51 PM
To: Damron, Dyan <DDamron@jmt.com>; TDOT PSPrequals <TDOT.PSPrequals@tn.gov>
Cc: Gale Wagner <Gale.Wagner@tn.gov>; Hawkins, Laura <LHawkins@jmt.com>
Subject: [EXTERNAL] RE: TDOT ROW Agent Prequal

Cyber Security Reminder: Please use caution - message originated outside JMT.

Good afternoon,

The Right of Way Division's Consultant Review Panel has evaluated the qualifications of additional personnel submitted by **Johnson, Mirmiran, & Thomspon, Inc.** Based on the data submitted and the information gathered from the supplied references, it is the determination of the Panel that the individual(s) requested meet(s) the requirements to perform Right of Way acquisition and/or relocation activities for the Tennessee Department of Transportation as indicated below.

The following personnel are approved as noted:

Agent	Acquisition	Relocation
Hooper, Emily	YES	TRAINEE

Personnel may only do work in the field(s) of expertise for which they have been approved. An agent approved as a trainee must work under the guidance of an agent approved in the applicable field(s).

Thank you,

Meghan Wilson
Professional Services Division



G / LICENSES AND QUALIFICATIONS

JMT Knoxville

State of Tennessee Department of Transportation, Right of Way Division Form DOT CS-100
Prequalification to Perform Right of Way Acquisition

Updated Team Member Prequalifications/Approvals (Email Confirmation)

The Right of Way Division's Consultant Review Panel has evaluated the qualifications of additional personnel submitted by **Johnson, Mirmiran, & Thomson, Inc.**. Based on the data submitted and the information gathered from the supplied references, it is the determination of the Panel that the individual(s) requested meet(s) the requirements to perform Right of Way acquisition and/or relocation activities for the Tennessee Department of Transportation as indicated below.

The following personnel are approved as noted:

Agent	Acquisition	Relocation
Christian, Joshua	TRAINEE	TRAINEE

Personnel may only do work in the field(s) of expertise for which they have been approved. An agent approved as a trainee must work under the guidance of an agent approved in the applicable field(s).

G / LICENSES AND QUALIFICATIONS

Team Member Licenses

Ryan Henley, RLS

Registered Land Surveyor



Supplemental Information

H. Any supplemental information that might enhance the Town's understanding of the firm and its experience/ qualifications. (Limit to 2 pages)

Value Added Features

Project Management — Upon initiating the contract, JMT's project manager and lead negotiator will establish a meeting with the Town of Farragut staff to discuss the project. The Town could also use this opportunity to review any updates to your current procedures, standards, and any new or proposed updates to your ROW documents. We recognize the importance of achieving timely, cost-effective acquisitions while maintaining positive relationships with property owners. Our approach emphasizes fair and non-coercive negotiations to reach equitable settlements with property owners and leaseholders. JMT consistently goes the extra mile, developing innovative solutions to meet these goals.

Quality Control — As infrastructure development becomes more complex and demanding, ROW acquisition for public improvements does also. Our clients benefit from our innovation, practical approach to project management, and the experience of our skilled professionals.

We take pride in quality due diligence negotiations — without coercion, promises, or threats, with mistake-free documentation. We perform field checks of the plans against the property owner's deed before negotiations and verify all title facts.

We complete and check our documents before initiating contact with a property owner, as it is standard practice to verify property ownership with local tax offices. We have ROW agents who perform quality control measures to ensure each acquisition package submitted to our client meets their specific requirements.

Project and File Management

JMT will maintain frequent communication and coordination with the Town of Farragut, appraiser and review appraiser, attorneys, and other team members by phone and email as appropriate.

Coordination meetings with the ROW team and the Town will be provided on a monthly basis during the active acquisition process, as needed.

JMT will submit regular weekly status to the Project Officials. These updates will include a link to a shareable interactive tool for progress on each tract.

JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the Town of Farragut for their use/verification purposes.

By selecting our team, the Town can expect:

Enhanced Community and Stakeholder Engagement

Clear communication strategies will minimize disruptions and foster transparency with residents, and other stakeholders.

Innovation and Efficiency Leveraging advanced design tools and local knowledge, we will provide practical, sustainable solutions tailored to the Town's long-term goals.

Strong Partnership

The Town will gain a responsive, collaborative partner committed to supporting its vision and operational priorities.

WHY JMT

1 We have a dedicated team of right-of-way agents with Town of Farragut and TDOT experience.

2 We are a "one stop shop", offering in-house services to meet all project needs.

3 A local team that understands municipal business policies and procedures.

REQUIRED FORMS

A. Drug Free Workplace

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

The undersigned, principal officer of Johnson, Mirmiran & Thompson Inc. (JMT), an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of JMT (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

David Harvell Senior Vice President
Name of Officer Title of Officer

State of Tennessee, County of Knox

Before me personally appeared David Harvell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 4th day of January, 20 20.

Haylee Mann
Notary Public

My commission expires: 4/29/2023



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| / REQUIRED FORMS

B. List of Any Subcontractors

JMT is including Tennessee Valley Title (TVT) as a subcontractor for this project to perform title work and closings.

REQUIRED FORMS

C. Addenda Acknowledgement

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. (Check the box next to each addendum received and applicable)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: 2026-18 Right of Way Support and Property Acquisition Services

Date: 11/12/24 Name of Proposer's Company: Johnson, Mirmiran & Thompson, Inc.

Signature of Responsible Proposer: *David M. Farrell*

Notary's Signature: *Haylee Maniaci*

Notary Seal



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REQUIRED FORMS

D. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of Tennessee

County of Knox

_____, being first duly sworn, deposes and says that:

- Johnson, Mirmiran &**
- (1) He/She is the Senior Vice President of Thompson, Inc., the firm that has submitted the attached Proposal;
 - (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
 - (3) Such Proposal is genuine and is not a collusive or sham Proposal;
 - (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
 - (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed):

David J. Howell
Title: Senior Vice President

Subscribed and sworn to before me this 4th day of January, 2024

Haylee Mann

Business Administrator

Title

My commission expires: 4/29/24



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1 / REQUIRED FORMS

E. Statement of Illegal Immigrants

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Johnson, Mirmiran & Thompson, Inc. (JMT) have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: David J. Hayvell

Before me personally appeared David Hayvell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 7th day of January, 20 20.

Haylee Mani
Notary Public

My commission expires: 4/29/2026



REQUIRED FORMS

F. Iran Divestment Act Certification



STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	2026-18
CONTRACTOR LEGAL ENTITY NAME:	Johnson, Mirmiran & Thompson, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000219384

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

A handwritten signature in blue ink that reads "David T. Harrell".

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

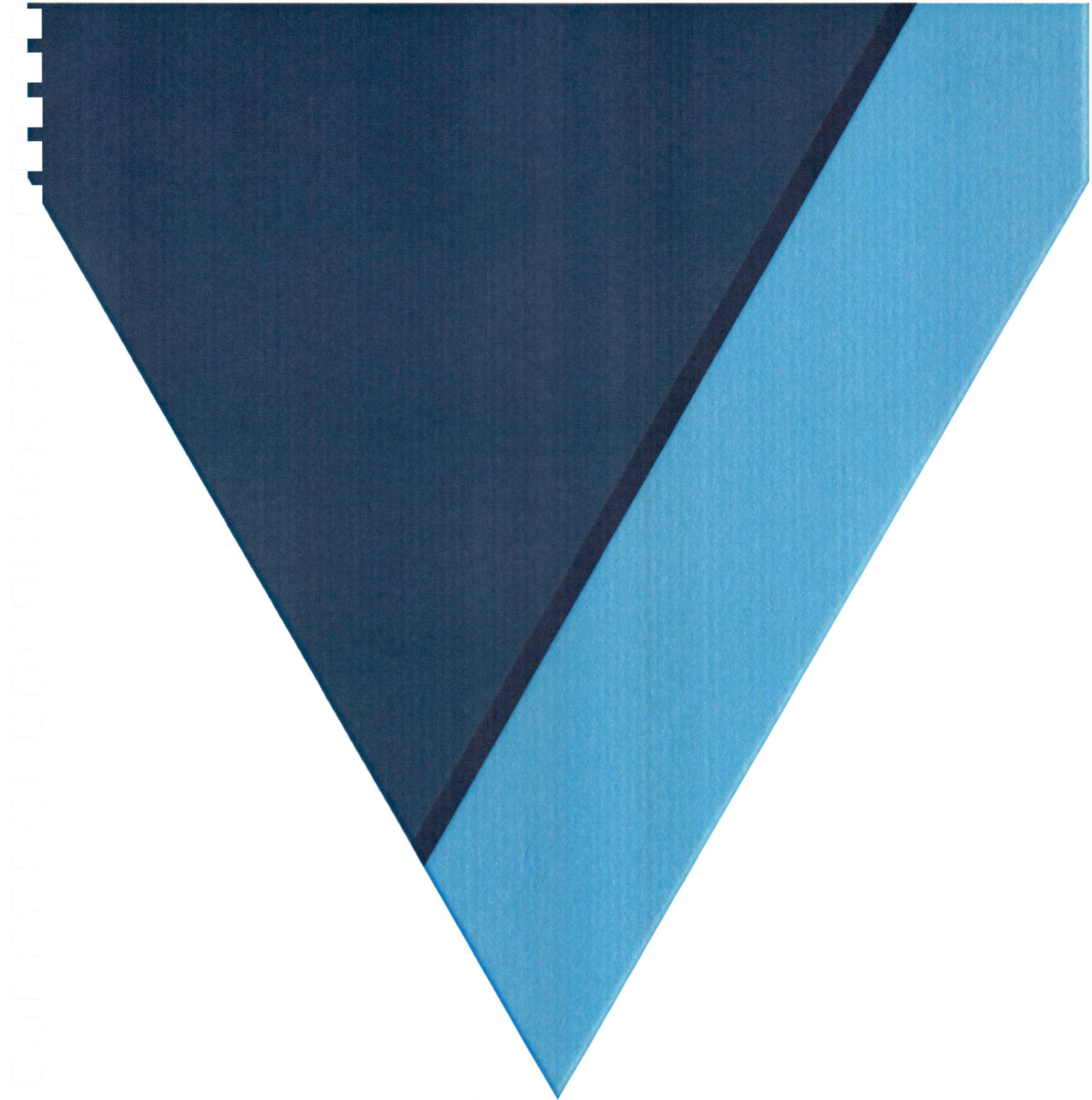
David T. Harrell Senior Vice President

Date: January 6, 2025

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1909 Ailor Avenue
Knoxville, TN 37920
865-546-5800
www.jmnt.com

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Professional Services Agreement for McFee Road Property Master Plan

Introduction & Background:

Keeping with Land and Water Conservation Fund (LWCF) grant required timelines, the Town of Farragut is seeking a qualified firm to work closely with the town, residents, and stakeholders on a Master Plan for the 70-acre town-owned property at the corner of McFee and Boyd Station Roads.

Discussion & Recommendations:

The project will include public input and conceptual planning for a roundabout property entrance off McFee and Boyd Station roads, internal park roadways, parking, pedestrian and bicycle circulation, and at least one permanent restroom facility, consistent with Tennessee Department of Environment and Conservation (TDEC) grant requirements and applicable local plans.

The master plan will guide future development, preservation, phasing, and programming of the park, ensuring compliance with TDEC standards, local regulations, and community priorities.

Twelve firms submitted proposals via a Request for Qualification (RFQ) process. After extensive research and discussion the selection committee unanimously chose Tunnel-Spangler & Associates, dba TSW to lead us through this process.

TSW has the most inherent knowledge of our local needs, a wealth of experience in all areas of our study and worked well with the town in a past project. Once selected through RFQ, TSW submitted their fee proposal of a base of \$98,180 plus additional services (renderings, topographic survey, and operational assessment) totaling \$134,340. This is \$15,660 under budget. TSW estimates project completion within 6-months of notice to proceed.

Staff recommends approval of RFQ 2026-23 for Master Plan for the 70-Acre McFee Road property.

Account Number: 310-44700-2540

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$150,000	\$134,340	\$0	\$15,660

Approved By: Tessa Cortes

Recommended By: Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: Approval of Professional Services Agreement RFQ 2026-23 for Master Plan for the 70-Acre McFee Road Property at McFee and Boyd Station Roads.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Tunnel-Spangler & Associates Inc. d/b/a TSW** (“Contractor”) for professional services for the assignment described as follows:

Project: 70-Acre Park Master Plan

Location: Farragut, TN

Description of Project: Prepare Master Plan for Town owned property

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A (Statement of Work)** as outlined in **Sections B, C, G** to this Agreement for a description of Basic Services.

2. **Compensation.** Compensation for 70-Acre Master Plan performed under RFQ No. 2026-23 shall be based on the agreed-upon fee schedule provided by the Contractor. Total payments for all services rendered under this agreement shall not exceed **one hundred thirty-four thousand three hundred forty dollars (\$134,340.00)**, inclusive of all labor, materials, equipment, travel, overhead, and incidental expenses, unless otherwise authorized in writing by the Town.

3. **Schedule.** Contractor shall begin work upon written notification of approval of this Agreement by the Board of Mayor and Aldermen. The schedule for the various meetings and presentations as outlined in Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Parks and Recreation Director may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Parks and Recreation Director will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Parks and Recreation Director does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Parks and Recreation Director within thirty (30) days of receipt by Client. From time-to-time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurately with the exercise of due professional care, which it acknowledges can be done consistently with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Shall contain or be endorsed to contain a provision that includes Client, its officials, officers, and employees as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage limits expressly required in section .11, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to the extent arising from a negligent act or omission of the contractor, employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Tunnel-Spangler & Associates Inc.

By: Adam Williamson

Printed Name: Adam Williamson

Title: President

Date: April 30, 2025

RFQ NO: 2026-23 / DUE: **APRIL 9, 2026**

Town of Farragut 70-Acre Park Master Plan



SUBMITTED BY:

TSW
Brandon Sutton, Project Manager
1100 Market Street, Suite 600
Chattanooga, TN 37402
Direct: 423.763.7699
Email: bsutton@tsw-design.com
Web: www.tsw-design.com

TSW TEAM SUBMITTAL:

Table of Contents

Letter of Transmittal....iv

Section A : TSW Team Experience & Staffing....1

- TSW Team Introduction
- TSW
- LDA Engineering
- TSW Team Key Personnel & Organizational Chart
- TSW Relevant Experience Overview Matrix
- TSW Parks & Civic Spaces Design Awards & Recognition
- TSW Trails & Natural Areas
- TSW Play Areas & Structures
- TSW Roadways, Roundabouts & Parking
- TSW Ballfields & Courts
- TSW Architecture Studio Park Restroom Buildings
- Team Resumes

Section B: TSW Team Availability.....16

- TSW Team Dedication to the Project
- Estimated Availability

Section C: Project Approach & Schedule.....17

- Project Understanding
- Task 1: Project Kick-off & Project Management
- Task 2: Site Analysis & Data Collection
- Task 3: Community Engagement
- Previous Community Engagement Efforts
- Task 4: Visioning & Conceptual Planning
- Task 5: Master Plan Development
- Optional Additional Services
- Visioning Graphics
- Estimated Schedule

Section D: References & Highlighted Projects.....25

- TSW References
- TSW Highlighted Project Examples
- LDA Engineering Project Examples

Section E: TSW Business Statement & Professional Licenses.....38

Section F: Required Forms.....44

Section G: Cost Proposal50

April 7, 2026



Town of Farragut

11408 Municipal Center Drive
2nd Floor
Farragut, TN 37934

Dear Selection Committee:

On behalf of **TSW**, it is our pleasure to submit the enclosed proposal to develop a master plan for a new 70-Acre Park for the Town of Farragut. The **TSW Team** has been assembled to bring expertise in planning, design, and construction documentation for the Town of Farragut's 70-Acre Park Master Plan. The team will be managed by TSW, which will guide site analysis, community engagement, programming, conceptual design for park components, including architectural design, and master plan document production. Assisting TSW is **LDA Engineering** for civil engineering and site surveying.

TSW designs innovative, yet realistic parks. TSW is proud of our experience in planning, designing, and developing great parks and recreation facilities. Our team, led by landscape architects, takes a systems approach to project design that considers environmental conditions, cultural resources, user experience and needs, landscape solutions, and economic development strategies into total site concept plans. Our solutions work with the land and natural systems to create enduring, sustainable, and beautiful designs. TSW has planned and overseen construction of more than \$50 million in community parks over the past 6 years.

TSW listens to residents, potential users, and stakeholders to ensure that a park's vision comes from the community. TSW believes that the most successful plans are grounded in meaningful community outreach and effective listening. We strive to engage stakeholders early in the process to better understand challenges and needs that will help direct programming and designs. This approach ensures widespread community support and transparency during the process.

TSW creates parks that focus on sustainable designs. TSW approaches parks along sensitive waterways with a strong focus on sustainability and climate resilience, particularly within floodplain environments. We prioritize nature-based solutions, such as flood-resilient landscape design, native and adaptive planting, and strategic grading, to enhance ecological function, manage flood risk, and ensure the park remains safe, accessible, and durable over time.

TSW is dedicated to the Farragut community. We have a strong and ongoing commitment to the Town of Farragut, having led the Mixed Use Town Center Vision Plan and now serving as the consultant team for the Town's Comprehensive Plan. This continued partnership reflects our dedication to helping shape a cohesive, long-term vision for the community. For the proposed park master plan, we will thoughtfully coordinate community engagement efforts with ongoing planning initiatives where appropriate, maximizing participation while minimizing fatigue for residents.

After reviewing our qualifications and approach, please let me know if you have any questions or need additional information. We look forward to hearing from you.

Sincerely,

Adam Williamson, Principal

Direct: 470.751.2366

Email: awilliamson@tsw-design.com

PLANNERS • ARCHITECTS • LANDSCAPE ARCHITECTS

1447 Peachtree Street NE, Suite 850 • Atlanta, GA 30309

100 Market Street, Suite 600 • Chattanooga, TN 37402

SECTION A:

TSW Team Experience & Staffing

TSW Team Introduction

The **TSW Team** has been assembled to bring expertise in planning, design, and construction documentation for the Town of Farragut’s 70-Acre Park Master Plan. The team will be managed by TSW, which will guide site analysis, community engagement, programming, conceptual design for park components, including architectural design, and master plan document production. Assisting TSW is **LDA Engineering** for civil engineering and site surveying.

TSW

TSW, founded in 1990, is a full-service planning, architecture, and landscape architecture focusing on extraordinary plans and designs for communities, buildings, and public spaces. TSW has offices across the Southeast, including Atlanta, Georgia (headquarters); Tulsa, Oklahoma; Chattanooga, Tennessee; and Lexington, Kentucky. With approximately 45 full-time employees across all offices, our small size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

TSW is proud of our experience in planning, designing, and redeveloping great parks, trails, and public spaces. TSW has extensive experience that includes evaluating existing parks, determining community needs, preparing park guidelines and standards, prioritizing park enhancements, developing designs and construction documents for rehabilitation and new parks, and providing construction administration. This broad experience from inventory analysis to construction administration has given us a thorough understanding of balancing innovative ideas with realistic budgets.

TSW has planned and overseen construction on over \$50 million in community parks over the past 6 years. Our Landscape Architecture Studio leads multidisciplinary design and works with communities in a co-creative process to make park places that are cherished by communities. Our planning team includes seasoned professionals with experience in planning and design of neighborhood, community, and regional parks.

TSW’s personnel (several of whom work in multiple studios) include:

- 23 planners (14 with AICP accreditation)
- 6 transportation planners
- 12 registered landscape architects
- 8 landscape designers
- 5 registered architects
- 7 project architect designers
- 8 LEED Accredited Professionals
- 3 administrative employees

TSW Contact Information

Brandon Sutton, Project Manager

1100 Market Street, Suite 600
Chattanooga, TN 37402
Direct: 423.763.7699
Email: bsutton@tsw-design.com

Adam Williamson, Principal

1447 Peachtree Street NE, Suite 850
Atlanta, GA 30309 Direct: 470.751.2366
Email: awilliamson@tsw-design.com
Web: www.tsw-design.com



2026 TSW Retreat

SECTION A: TSW TEAM EXPERIENCE & STAFFING

LDA Engineering

LDA Engineering is an employee-owned civil engineering firm. With 42 years of experience, we have built a strong reputation for delivering practical and effective engineering solutions. Our team of principals and technical experts are dedicated to meeting client needs through proactive listening and a focus on delivering exceptional customer experiences. With offices across Tennessee, we have developed in-depth knowledge within these communities and established lasting relationships. Our vision and mission is to serve our clients to help build STRONGER. HAPPIER. COMMUNITIES. This mission, we believe, is at the core of everything we do and is our responsibility to protect public health, safety, and welfare, while also challenging us to think critically and creatively to develop solutions that improve critical infrastructure and lead to better quality of life. At LDA, we don't just build projects; we engineer stronger communities that are seeking to grow and thrive. With over four decades of dedicated service in civil engineering and consulting, we have crafted a foundation of reliability, innovation, and unparalleled client service in the Southeastern U.S.

LDA Engineering Contact Information

Cory Newman, PE

110 Tyson Blvd, Suite 200 Alcoa, TN 37701

Main: 865.573.7672

Email: cnewman@ldainc.com

Web: www.ldaengineering.com

TSW Team Key Personnel & Organizational Chart

TSW TEAM PROJECT MANAGEMENT:

Principal-in-Charge: Adam Williamson

Project Manager: Brandon Sutton

COMMUNITY ENGAGEMENT

Beverly Bell
Adam Williamson
Brandon Sutton
Bert Kuyrkendall
Jason Elliott



EXISTING CONDITIONS

Adam Williamson
Brandon Sutton
Bert Kuyrkendall
Lincoln Fugal
Danielle Ursprung
Alan Haniszewski

PARK DESIGN

Adam Williamson
Brandon Sutton
Bert Kuyrkendall
Beverly Bell
Heather Hubble

CIVIL ENGINEERING & TRANSPORTATION

Bert Kuyrkendall
Jason Elliott
Lincoln Fugal
Danielle Ursprung
Steve Drummer

MASTER PLAN DOCUMENT & DELIVERABLES

Brandon Sutton
Beverly Bell
Adam Williamson
Support Staff

SECTION A: TSW TEAM EXPERIENCE & STAFFING

<h2>TSW Relevant Experience Overview</h2> <p>The following matrix provides our recent experience and capabilities showing anticipated areas of service for this effort (and beyond) currently in process or completed. The following pages additional examples of potential park component for this effort and highlighted project information in Section D.</p>	LED MULTI-DISCIPLINARY TEAM	SITE PROGRAMMING	LANDSCAPE ARCHITECTURE DESIGN	ARCHITECTURAL DESIGN	NATURAL AREA PARK DESIGN	ACTIVE RECREATION ZONES DESIGN	COMMUNITY ENGAGEMENT	CONSTRUCTION DOCUMENTS	CONSTRUCTION ADMINISTRATION	BUILT OR UNDER CONSTRUCTION
City of Bainbridge Chason Park River Story	●	●	●	●	●	●	●	●	●	●
Cherokee Co. Long Swamp Creek Recreation Area	●	●	●		●	●	●	●	●	●
Cherokee Co. Yellow Creek Rd Conservation Area & Trails	●	●	●		●	●	●	●	●	●
Cherokee Co. Southwest Park	●	●	●	●	●	●	●	●	●	●
Cobb County Tennis Centers		●	●	●		●		●		●
City of College Park Roderick Gay Botanical Garden Expansion	●	●	●		●					
City of Douglasville Town Green and Amphitheater	●	●	●	●		●	●	●	●	●
City of Duluth Parsons Alley	●	●	●	●			●	●	●	●
City of Dunwoody Multi-use Trails	●	●	●			●		●		
City of Edmond Mitch Park	●	●	●		●	●	●			
City of Fayetteville Walker Park Master Plan	●	●	●		●	●	●	●	●	●
Floyd County Etowah Park Ballfields Renovation	●	●	●	●		●	●	●	●	
City of Gainesville Midland Greenway Integrated Stormwater	●	●	●		●		●	●		
Glynn County Veterans Memorial Park	●	●	●		●			●	●	●
City of Gulf Shores Gulf Place Waterfront Park	●	●	●	●	●	●	●	●	●	●
Gwinnett County Club Drive Park Phase II	●	●	●		●	●		●	●	●

SECTION A: TSW TEAM EXPERIENCE & STAFFING

	LED MULTI-DISCIPLINARY TEAM	SITE PROGRAMMING	LANDSCAPE ARCHITECTURE DESIGN	ARCHITECTURAL DESIGN	NATURAL AREA PARK DESIGN	ACTIVE RECREATION ZONES DESIGN	COMMUNITY ENGAGEMENT	CONSTRUCTION DOCUMENTS	CONSTRUCTION ADMINISTRATION	BUILT OR UNDER CONSTRUCTION
Gwinnett County George Pierce Park	●	●	●	●	●	●		●	●	●
Gwinnett County Sweetwater Creek Greenway	●	●	●		●			●		
City of Hawkinsville Veterans Memorial Park	●	●	●		●	●		●		
City of Lawrenceville Lawrenceville Lawn	●	●	●	●	●	●	●	●	●	●
City of Lexington Veterans Park	●	●	●		●			●	●	
City of Lexington Castlewood Park	●	●	●			●	●	●	●	
City of Milton Carpenter’s Park	●	●	●	●	●	●	●	●	●	●
City of Mobile Hero Plaza		●	●				●	●	●	●
Morgan County Community & Recreation Center	●	●	●	●		●		●	●	●
City of Peachtree Corners Town Center Park	●	●	●	●		●		●	●	●
City of Powder Springs Thurman Springs Park	●	●	●	●		●	●	●	●	●
City of Rome Banty Jones Park	●	●	●	●	●	●	●	●	●	●
Selig Properties The Camp at The Works (Phases I and II)	●	●	●		●	●		●	●	●
City of Soddy-Daisy Holly Park	●	●	●		●	●	●	●	●	
City of Tallahassee Capital Cascades Trail Segment 4 & Parks		●	●		●	●	●	●		
USDA Forest Service Okhissa Lake Recreation Master Plan	●	●	●	●	●	●	●			

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Parks & Civic Spaces Design Awards & Recognition



City of Fayetteville (AR) Walker Park Master Plan - Oklahoma ASLA Merit Award



Piedmont Park Active Oval - GA Chapter American Society of Landscape Architects Merit Award



City of Stockbridge Amphitheater and Park - Atlanta Regional Commission Livable Center Regional Excellence Award



The Camp at The Works (Phase II) - Atlanta Urban Design Commission Award of Excellence



City of Douglasville Town Green and Amphitheater - GA ASLA Honor Award



City of Bainbridge Chason Park River Story - GA ASLA Merit Award



Peachtree Corners Town Center & Green - International Economic Development Council (IEDC) Excellence in Economic Development Award



City of Rome Banty Jones Park - GMA and Georgia Trend Visionary City Award (for the revitalization of Banty Jones Park)



City of Powder Springs LCI Plan (Thurman Springs Park) - Georgia Planning Association Outstanding Plan Implementation

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Trails & Natural Areas



Gwinnett County George Pierce Park Expansion



US Forest Service Okhissa Lake Master Recreation Plan



Capital Cascades Trail Segment 4



City of Hickory Deidra Lackey Memorial Park Riverwalk Trail



Spalding County Rail with Trail Design



Sand Spring Lake Trail Improvements



City of Midwest City Stormwater Park & Trails



Gwinnett County Club Drive Park Phase II Boardwalks and Connection to Sweetwater Creek Greenway

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Play Areas and Structures



City of Bainbridge Chason Park River Story



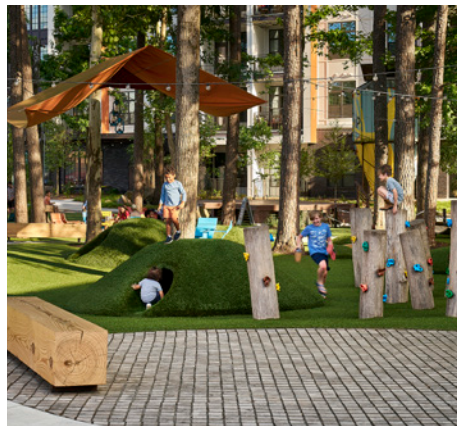
City of Canton South Canton Park



Gwinnett County George Pierce Park Expansion



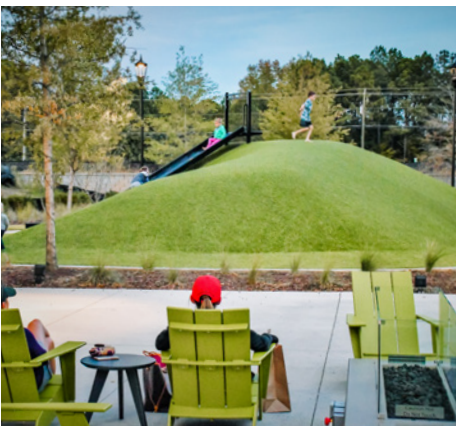
City of Lawrenceville Lawrenceville Lawn



The Camp at The Works (Phase II)



City of Douglasville Town Green and Amphitheater



Peachtree Corners Town Center & Green



City of Rome Banty Jones Park



City of Powder Springs Thurman Springs Park & Amphitheater

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Roadways, Roundabouts & Parking



City of Lawrenceville Lawrenceville Lawn



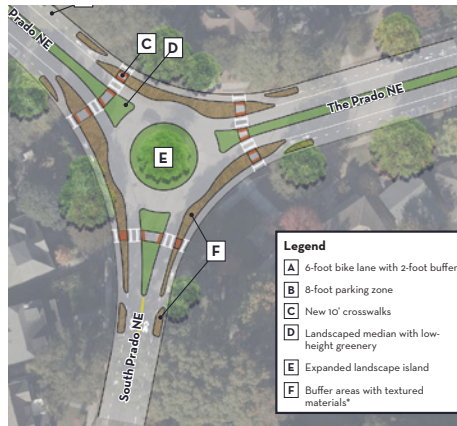
City of Duluth Rogers Bridge Dog Park



City of Midwest City Streetscapes & Roundabout Design



Midtown Alliance 5th Street Complete Street Project



Ansley Park Neighborhood Transportation Schematics

Legend	
A	6-foot bike lane with 2-foot buffer
B	8-foot parking zone
C	New 10' crosswalks
D	Landscaped median with low-height greenery
E	Expanded landscape island
F	Buffer areas with textured materials*



US Forest Service Okhissa Lake Master Recreation Plan and Roadway and Parking Design



City of Midwest City Stormwater Park Roadways & Parking Area



City of Hickory Deidra Lackey Memorial Park Roadway and Parking Design (paved and temporary overflow)

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Ballfields & Courts



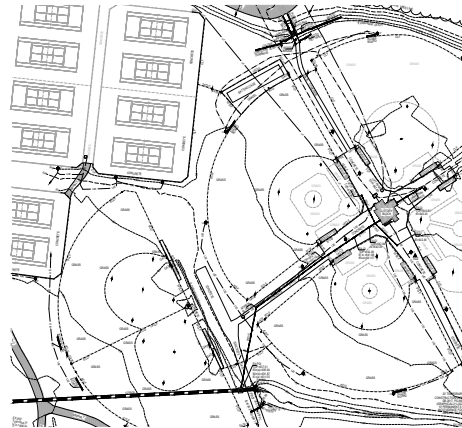
Piedmont Park Active Oval Sand Volleyball Court, Softball Fields, and Soccer Fields



City of Stockbridge Gardner Park



City of Doraville Halpern Park



Floyd County Etowah Park Ballfield Renovation (current project)



Rivertown Community Park



Vickery Tennis Center & Pool



Mitch Park Master Plan

SECTION A: TSW TEAM EXPERIENCE & STAFFING

TSW Architecture Studio Park Restroom Buildings



City of Bainbridge Chason Park River Story



Gwinnett County George Pierce Park Expansion



Morgan County Concession and Restroom Building (includes Family, Women's and Men's Restrooms)



City of Lawrenceville Lawrenceville Lawn



City of Monroe Town Green (includes an Amphitheater and Restrooms)



City of Stockbridge Clark Park



City of Rome Banty Jones Park

SECTION A: TSW TEAM EXPERIENCE & STAFFING



Adam Williamson, PLA, AICP, LEED AP

Role: Principal-in-Charge / Lead Park
Planner + Landscape Architect

Adam, a Principal at TSW with more than 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of downtowns and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, coding efforts, streetscape revitalization projects, and parks and open spaces. Adam has extensive experience leading public charrettes and workshops to develop realistic community vision plans.

Representative Projects:

- **Town of Farragut Town Center Visioning Plan** (Farragut, TN) - Principal-in-Charge
- **Cherokee County Long Swamp Creek Recreation Area** (Cherokee County, GA) - Principal-in-Charge
- **Cherokee County Yellow Creek Road Conservation Area & Trails** (Cherokee County, GA) - Principal-in-Charge
- **City of Fayetteville Walker Park Master Plan** (Fayetteville, AR) - Principal-in-Charge
- **USDA Forest Service On-Call Services** (Southeast Region) - Principal-in-Charge and Lead Planner/Landscape Architect
- **City of Douglasville Town Green** (Douglasville, GA) - Principal-in-Charge and Lead Landscape Architect
- **City of Rome Banty Jones Park** (Rome, GA) - Principal-in-Charge and Lead Landscape Architect
- **NE Cherokee County Parks & Trails Area Plan** (Cherokee County, GA) - Principal-in-Charge

Education:

- 1997 Bachelor of Landscape Architecture, University of Georgia



Brandon Sutton, PLA

Role: Project Manager / Landscape Architect

Brandon is a Project Manager and Landscape Architect who lives in Chattanooga, Tennessee. His professional experience has centered on work in the public and private sectors, working toward human-centered public spaces and street designs that accommodate all modes and abilities. He has a background that includes urban mixed-use design, public parks, greenways and streetscapes.

Work Experience:

Brandon initially worked with TSW from 2006 to 2013. He rejoined TSW after working with the City of Chattanooga for 10+ years as Transportation Design Manager with its Transportation Department and Regional Planning Agency.

Representative Projects:

- **Town of Farragut Typical Street Sections** (Farragut, TN) - Lead Designer and Technical Support
- **Veterans Park Parking & Trail Design** (Lexington, KY) - Landscape Architect and Project Manager
- **Stockbridge Downtown Trail Connections** (Stockbridge, GA) - Landscape Architect and Project Manager
- **Capital Cascades Trail Segment 4** (Tallahassee, FL) - Landscape Architect
- **USDA Forest Service Okhissa Lake Recreation Master Plan Development** (Franklin County, MS) - Landscape Architect
- **Lawrenceville Lawn** (Lawrenceville, GA) - Landscape Architect and Project Manager
- **Halpern Park** (Doraville, GA) - Landscape Architect

Education:

- 2004 Bachelor of Landscape Architecture, University of Georgia

SECTION A: TSW TEAM EXPERIENCE & STAFFING



Beverly Bell, PLA

Role: Landscape Architect + Community Engagement

Beverly is Landscape Architect and Community Planner in TSW's Planning Studio and lives in Chattanooga. She has a background in sustainable development with a range of professional experience that includes community planning, urban design, public parks, campus design, multifamily residential, and ecological assessment. Beverly's passion is creating thoughtful spaces that inspire people while enhancing the connection to the natural environment. Beverly thrives at detailed planting design, community space design, trail + park master planning, and applying creative design solutions to complex sites. She serves as Chair of the Chattanooga Form-Based Code Committee.

Work Experience:

Beverly was at TSW for 3+ years (2016-2019) before moving to Chattanooga where she was an urban designer for 2.5+ years (2019-2022) with the Chattanooga Design Studio.

Representative Projects:

- **Town of Farragut Town Center Visioning Plan** (Farragut, TN) - Project Manager and Planner
- **Okhissa Lake Master Recreation Plan** (Franklin County, MS) - Project Manager and Landscape Architect
- **Lookout Mountain Conservancy Master Plan** (Chattanooga, TN) - Project Manager and Landscape Architect
- **Walker Park Master Plan** (Fayetteville, GA) - Project Manager and Landscape Architect
- **Peachtree Corners Town Green** (Peachtree Corners, GA) - Landscape Architect

Education:

- 2014 Master of Landscape Architecture, University of Georgia
- 2011 Bachelor of Science, Sustainable Development, Appalachian State University



Bert Kuyrkendall, PE, AICP

Role: Transportation + Civil Engineer

Bert, a Senior Associate at TSW, has more than 25 years of experience as a Civil Engineer and Transportation Planner. Bert's planning work focuses on helping cities and towns become more sustainable, just, and livable places. He has led and collaborated on numerous park efforts, infrastructure studies, comprehensive plans, corridor studies, bike/ped network plans, and parking projects. He has shepherded many projects from concept design and public input, to estimating and budgeting, grant application, schematic and engineering design, bidding, construction oversight, and maintenance.

Work Experience:

Prior to joining TSW, Bert was a Transportation Planner and Engineer with Orion Planning + Design, Gresham Smith, and City Transportation Engineer for the City of Chattanooga.

Representative Projects:

- **Town of Farragut Town Center Visioning Plan** (Farragut, TN) - Mobility Lead
- **USDA Forest Service Okhissa Lake Recreation Master Plan** (Franklin County, MS) - Engineering Lead
- **Knox County Greenway Corridor Studies*** (Knox County, TN) - Engineering Lead
- **City of Pigeon Forge Greenways and Bikeways Master Plan*** (Pigeon Forge, TN) - Planning and Design
- **Town of Tyrone Town Center Streetscape & Mobility Study LCI** (Tyrone, GA) - Engineering Lead

Education:

- 1995 Bachelor of Science in Civil Engineering, Mississippi State University
- 1993 Bachelor of Arts in Mathematics, Belhaven University

SECTION A: TSW TEAM EXPERIENCE & STAFFING



Heather Hubble, AIA, LEED AP

Role: Lead Architect

Heather Hubble joined TSW in 2004. Since that time, Heather has been involved in a variety of projects, including mixed-use developments, residential buildings, and community and civic facilities. Along with her design and construction document skills, Heather is a LEED Accredited Professional. She advises on Green Building and Community practices and assists in the design and construction documents on projects from single-family homes to urban mixed-use infill projects. Green building practices are continually updating and Heather strives to stay updated on both new and established green technologies.

Representative Projects:

- **Cherokee County Southwest Park Recreation & Senior Center** (Cherokee County, GA) - Principal-in-Charge and Lead Architect
- **Morgan County Community Center & Recreation Administration Building** (Morgan County, GA) - Principal-in-Charge and Lead Architect
- **City of Douglasville Downtown Town Green & GreyStone Amphitheater** (Douglasville, GA) - Lead Architect
- **City of Peachtree Corners Town Center Park Amphitheater Pavilion and Restrooms** (Peachtree Corners, GA) - Project Manager and Architect
- **Gwinnett County OneStop Facility** (Lawrenceville, GA) - Principal-In-Charge
- **City of Stockbridge IDIQ for A/E Design Services** (Stockbridge, GA) - Project Manager and Architect
- **Gwinnett-Snellville Library and Education/Community Center** (Snellville, GA) - Principal-in-Charge

Education:

- 2004 Bachelor of Architecture, University of Tennessee



Jason Elliott, PE

Role: Greenways + Multimodal Transportation

Jason has over 27 years of experience in transportation and civil infrastructure engineering, specializing in roadway and railroad projects. He is experienced in directing the design and production of plans for large infrastructure improvement projects. Jason has managed construction for transportation and site civil projects, most notably repairing Hurricane Katrina damage to bridges, roadways, storm sewer, and traffic signals for the City of Biloxi, Mississippi. His public service includes two terms on the Traffic Safety Advisory Board for the City of Oak Ridge (TN), with one term as Board Chair. Jason also served 5 years active duty in the U.S. Navy Seabees, completing deployments to operations Desert Shield / Desert Storm and Operation Restore Hope (Somalia).

Representative Projects:

- **Virtue Road Realignment** (Farragut, TN) - Project Manager and Lead Engineer
- **Little Turkey Creek Greenway Connection** (Farragut, TN) - Project Manager and Lead Engineer
- **Red Mill Dam Parking Lot and Trail Head** (Farragut, TN) - Project Manager and Lead Engineer
- **West Walnut Street Streetscapes** (Johnson City, TN) - Project Manager and Lead Engineer

Education:

- Bachelor of Science in Environmental Engineering, University of Florida

SECTION A: TSW TEAM EXPERIENCE & STAFFING



Lincoln Fugal, PE

Role: Project Engineer

Lincoln has 9 years of experience as an engineer in the public sector with experience at federal, state, and local government levels. His approach has been to acquire applicable data and present it to each fund manager or policy maker to inform their decisions and extend the effectiveness of public funds. His most recent experience was as the City Engineer for a community of 20,000 where he developed an asset management program that included city streets, sidewalks, signs, and integrated them into a maintenance program. He believes timely data is critical to designing a proactive as opposed to a reactive maintenance program.

Representative Projects:

- **Everett Road Greenway Connection** (Farragut, TN) – Project Engineer
- **Virtue Road/Boyd Station Road Improvements** (Farragut, TN) – Project Engineer
- **Red Mill Dam Parking Lot and Trail Head** (Farragut, TN) – Project Engineer
- **Little Turkey Creek Greenway Connection** (Farragut, TN) – Project Engineer

Education:

- Bachelor of Science in Civil Engineering, University of Kentucky
- Bachelor of Science in Biology, Northern Kentucky University



Danielle Ursprung, PE

Role: Project Delivery and Engineering Manager

Danielle is a Water Resources Engineer with over five years of experience in the planning, design, and analysis of wastewater, water, and stormwater infrastructure. Her expertise includes hydraulic modeling and design of wastewater pump stations, forcemains, and treatment systems, as well as rehabilitation of large-diameter sewer infrastructure. She has supported hydraulic grade line evaluations, pump station performance analysis, and system modeling for interconnected conveyance systems. Danielle's background also includes sustainable stormwater and water reuse design, where she contributed to integrated urban drainage and recycled water distribution projects. She has experience developing schematic and detailed designs, coordinating with multidisciplinary teams, and preparing technical documentation for municipal and private clients.

Representative Projects:

- **Agua Fria Wetlands Park** (Avondale, AZ) – Project Engineer
- **Constitution Gardens Biofiltration Wetlands at the National Mall** (Washington, DC) – Project Engineer
- **Descanso Gardens Lake Design** (Los Angeles, CA) – Project Engineer
- **Kentucky Trails Exhibit Design** (Louisville, KY) – Project Engineer
- **Valley of Fire Visitor Center** (Overton, NV) – Project Engineer
- **Caballo Lake State Park Water System Upgrade** (New Mexico) – Project Engineer

Education:

- Bachelor of Science in Civil Engineering, University of Tennessee

SECTION A: TSW TEAM EXPERIENCE & STAFFING



Steve Drummer, PE

Role: Civil Site Design

Steve has 42 years of diverse experience in green infrastructure, parks & greenways, site design, stormwater, and multimodal transportation. Steve specializes in leading the site/civil design, stormwater, and green infrastructure for large scale parks and recreational facilities. Steve adds a depth of knowledge in incorporating sustainability and green infrastructure elements into all projects. He is also experienced with MWS specifications, standards, stormwater manual, LID requirements, and obtaining local, state, & federal permitting.

Representative Projects:

- **Johnson City Downtown Economic Development & Flood Mitigation Program** (Johnson City, TN) - Parks and Green Infrastructure Lead
- **Alcoa Duck Pond** (Alcoa, TN) - Project Manager and Design Engineer
- **3rd Avenue Park North** (Nashville, TN) - Parks and Green Infrastructure Lead
- **World's Fair Park & Convention Center** (Knoxville, TN) - Parks Site Design Lead
- **Gatlinburg Riverwalk** (Gatlinburg, TN) - Project Manager
- **Fountain City Lake Park** (Knoxville, TN) - Project Manager

Education:

- Bachelor of Science in Civil Engineering, University of Tennessee



Alan Haniszewski, PLS

Role: Survey Lead

Alan has been in the surveying field for more than 30 years and with LDA over 3 years as a Senior Surveyor. He has experience in all areas of land surveying including boundary survey, topographic surveys, ALTA/ACSM Land Title Surveys, commercial and residential construction layout, small and large development surveys and layout, FEMA elevation certificates and writing legal descriptions. He also owned his own surveying business for 14 years where he coordinated multiple projects, communicated with clients to assure client satisfaction, communicated with land development officials in multiple counties in order to meet the development requirements of local regulations on development projects of various size from simple 2 lot subdivisions to tracts over 1000 acres.

Representative Projects:

- **Little Turkey Creek Greenway Connection** (Farragut, TN) - Survey Lead
- **NDOT Sidewalk & Bikeways Program** (Nashville, TN) - Survey Lead
- **On-Call Survey Services** (Nashville, TN) - Survey Lead
- **ADA Collection, Various Locations** (Nashville, TN) - Survey Lead
- **Project Eagle and Denso Greenway** (Maryville, TN) - Survey Lead

Education:

- Surveying Certificate, Chattanooga State Technical and East TN State

SECTION B:

TSW Team Availability

TSW Team Dedication to the Project

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The staff members who are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member needs to be replaced because of unforeseen circumstances, Town staff will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. There are no foreseeable conflicts with other project commitments.

Estimated Availability

Below are the estimated percentages of time that key personnel will have available during the project's duration.

Team Member	Firm	Availability
Adam Williamson	TSW	40%
Brandon Sutton	TSW	60%
Beverly Bell	TSW	40%
Bert Kuyrkendall	TSW	35%
Heather Hubble	TSW	45%
Jason Elliott	LDA Engineering	55%
Lincoln Fugal	LDA Engineering	55%
Danielle Ursprung	LDA Engineering	65%
Steve Drummer	LDA Engineering	60%
Alan Haniszewski	LDA Engineering	60%

Project Approach & Schedule

Project Understanding

Our team understands that the Town of Farragut is seeking a thoughtful, implementable park master plan that balances community priorities, site opportunities, and long-term stewardship of this significant 70-acre investment. TSW will approach this effort as a collaborative, data-informed process that begins with a deep understanding of the site's physical, environmental, and regulatory context, paired with meaningful engagement of residents, stakeholders, and Town leadership. Building on our familiarity with Farragut through previous planning efforts, we will work closely with the Town to align this park vision with broader community goals while ensuring compliance with TDEC requirements and positioning the project for future funding and implementation.

Guided by our philosophy of creating memorable places that are both inspiring and practical, the TSW Team will develop alternative park concepts, based on community feedback and site analysis, that explore park programming, access and circulation, and the integration of natural systems. Through an iterative process, we will refine these concepts into a preferred master plan that is supported by the community, technically grounded, and phased for implementation. Our approach emphasizes clarity, creativity, and feasibility in delivering a plan that not only captures a bold vision for the park, but also provides the Town with actionable guidance on costs, phasing, and next steps, ensuring the park can be realized over time as a lasting community asset.

TSW PARK PHILOSOPHY

We believe that parks are built for the community and should be both memorable and inspiring while also practical. We start the planning and design process by better understanding park users and stakeholders' needs, desires, and motivations relative to the park. Decoding the human context is the first step in creating a design framework that is intergenerational, and compatible with the physical context, meshing all the potential uses like passive and active recreation, preservation, conservation, and education. TSW will work with the community, stakeholder groups, and the Town of Farragut, to help develop a vision and plan for immediate and long-term needs.

Task 1: Project Kick-off & Project Management

Task 1.1: Kick-off Meeting

TSW will conduct a Kick-off Meeting with Town staff and key stakeholders to review and finalize the following:

- Available data resources
- Roles and responsibilities of Town staff
- Project goals
- Schedule with dates for deliverables, meetings, review periods, etc. (Schedule to be updated throughout the project's duration.)
- Community and stakeholder activities (Note: TSW will provide notices for all public meetings, but the Town will be responsible for meeting spaces, postage, and other techniques not contained herein.)
- Site visit with TSW Team and Town staff

Task 1.2: Project Check-in Meetings

TSW will have monthly check-in meetings with Town staff (in-person and virtual) to review work-to-date, TDEC compliance updates, and schedule tracking.

SECTION C: PROJECT APPROACH & SCHEDULE

Task 2: Site Analysis & Data Collection

Task 2.1: Conduct Existing Conditions Analysis

The TSW Team will analyze site conditions and summarize information along with developing supporting maps and graphics that include:

- Existing data and previous studies provided by the Town
- Physical characteristics of the site, including location, size, access points, zoning and land use, transportation plans, and regional context
- Natural resources and environmental considerations from available data and field checks such as tree canopy, topography, hydrology, floodplain, critical habitats, vistas, etc.
- Historic and cultural resources
- Project site's relationship to the community

Task 2.2: Identify Opportunities and Constraints

Based on findings from the Existing Conditions Analysis, TSW will identify opportunities and potential constraints that could impact the design and/or phasing, including:

- Environmental and regulatory constraints
- Initial programming and location of potential park components, including the restroom building
- Preliminary park entrance options considering direct park access and nearby routes and internal circulation, including roundabout location
- Potential phasing and future expansion considerations

Task 3: Community Engagement

Task 3.1: Community Survey

TSW will produce an online survey (link available on the Town's website) using questions developed in collaboration with Town staff. The survey will be a maximum of 5 minutes long, be accessible from mobile devices, and shareable on social media. The goal of the survey is to provide a point of input for users to express need during the inventory and analysis phase of work.

Task 3.2: Stakeholder Interviews

TSW will conduct up to ten (10) stakeholder interviews (combination of in-person and virtual) with Town staff, elected and appointed officials, Town committees, and various stakeholders that include one-on-one and group interviews. These interview will allow the TSW Team to better understand opportunities and challenges associated with the new park.

Task 3.3: Pop-Up Event

The TSW Team will conduct a pop-up event (perhaps in coordination with the Comprehensive Land Use Plan Update) to bring the park project process into the community. The pop-up event will include a combination of one-on-one conversations centered around a creative activity such as a public intercept survey to quickly introduce the park project goals and gather feedback from a large number of participants. We have conducted numerous intercept surveys on location through a variety of means (iPad surveys, ball toss surveys, Visual Preference Boards, thought bubble questionnaire, etc.) Pop-up events have the ability to quickly engage a diverse demographic of residents, visitors, and business owners. Plugging into events where the community is already present, allows the team to engage people who might otherwise not attend traditional public meetings, including young families, low to moderate income, minority, ethnically diverse, elderly, and disabled community members.

SECTION C: PROJECT APPROACH & SCHEDULE

Previous Community Engagement Efforts



SECTION C: **PROJECT APPROACH & SCHEDULE**

Task 3.4: Community Meeting / Workshop

TSW will facilitate a Community Meeting / Workshop to hear from residents, potential users, and other stakeholders about the future of the park and program needs. Key activities will include:

- Project Introduction Presentation – Review the park site’s existing conditions, current park trends, and regional precedents
- Review the results of the survey and other input.
- Table Sessions – Break-out Table Sessions will focus on dividing up the park into programmatic activity zones and identifying what occurs in each zone (e.g., passive recreation, active recreation, parking, restroom facilities, circulation, trails, etc.). During the sessions, groups will provide input on opportunities and challenges of the park site.
- Notes will be taken on the park property map and on flip-charts depending on the station.

Task 3.5: Community Open House

TSW will facilitate a Community Open House to present the Preferred Master Plan and gather feedback from participants for final revisions.

Task 4: Visioning & Conceptual Planning

Task 4.1: Concept Planning

Based on Tasks 1-3, the TSW Team will develop two (2) concept plans for the site. TSW will develop plan graphics and inspiration imagery of key areas to communicate the character and proposed park components. TSW will address the following items during concept plan development:

- Overall park program, recreation amenities, and site enhancements, including play areas, fields, courts, pavilions, open lawns, natural areas, trails, trailheads, parking, and support facilities
- Building locations and orientation, including future restroom site(s)
- Layout for site access, internal park roads, parking, and potential multimodal connectivity
- Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM) standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment
- Protection/enhancement of any environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality
- Resilient site design and green infrastructure/materials that may reduce environmental impact, lower maintenance, and operation costs
- Establishment and maintenance of sustainable riparian native grass and/or forest buffers
- Integrated stormwater management

Task 4.2: Conceptual Architecture

TSW’s Architecture Studio will develop a conceptual program for the restroom that includes approximate building footprint, fixture count, accessibility, utility needs, and relationship to parking, trails, and gathering spaces. TSW will develop a conceptual floor plan and massing/elevation imagery or precedent examples sufficient to support cost estimating and public communication.

Task 4.3: Detailed Conceptual Site Design

The TSW Team will develop detailed conceptual site design or example imagery for key areas and components, including:

- Modern roundabout at the primary entrance that includes lane configuration, approaches, pedestrian crossings, and approximate right-of-way needs, coordinated with applicable county roadway standards.

SECTION C: **PROJECT APPROACH & SCHEDULE**

- Multi-use paths, sidewalks, and trailheads that connect parking, restroom building, and major activity areas (plan and section graphics)
- Site furnishings, including signage, lighting, seating, bike racks, trash cans, etc.

Task 4.4: Preliminary Cost Estimates

TSW will develop preliminary cost estimates for each concept plan, conceptual architecture, and detailed conceptual site design, including future design (design development, construction documents, permitting, bidding assistance, etc.) and estimated costs for park construction. As part of this subtask, TSW will develop phasing for each concept plan to better understand associated costs and what is feasible within certain timeframes. TSW will also develop pros and cons for each concept plan, including cost ranges and assumption to help in planning-level decision making.

Task 4.5: Town Work Session to Present Concept Plans

TSW will present the two (2) concept plans, preliminary cost estimates, and pros/cons as part of a Town Work Session to gather feedback on design direction that results in a Preferred Master Plan. The Preferred Master Plan may be one of the presented concept plans or a combination of components and ideas from both concept plans.

Task 5: Master Plan Development

Task 5.1: Preferred Master Plan

Based on feedback from the Town Work Session, TSW will advance the concept plan into the Preferred Master Plan. The Preferred Master Plan will be computer-generated, rendered plan showing park components that is suitable for adoption and for use in budgeting, grant applications, and future design phases.

Task 5.2: Phasing & Final Cost Estimates

Based on the Preferred Master Plan, TSW will prepare a final cost estimate that details development costs and a timeline for each phase of construction. The cost estimate will be a rough order of magnitude breakdown of cost by general construction type of major components (i.e. roads and infrastructure, buildings, recreation facilities, etc.). The cost estimate will work in conjunction with the phasing plan that details the development of the park program and costs over the desired timeline. In addition, TSW will develop anticipated cost of maintenance activities for full-time and part-time staff working in the park.

Task 5.3: Compliance & Coordination

Throughout the planning and design process, the TSW Team will ensure that concepts comply with applicable TDEC recreation and grant guidelines, local codes and ordinances, and relevant county/state standards, ensuring the Preferred Master Plan meets those guidelines and standards. The TSW Team will also identify anticipated permitting requirements (e.g., stormwater, environmental, traffic) associated with future implementation of the master plan and coordinate with applicable transportation and utility agencies as needed at a planning level.

Task 5.4: Draft Master Plan Report

TSW will compile all the findings and recommendations from the planning and design process into a draft Master Plan Report (all digital files). The report will include, but not be limited to:

- Executive Summary
- Process Approach and Summary of Meetings
- Site Analysis & Assessment Report - photos, mapping, and narrative

SECTION C: **PROJECT APPROACH & SCHEDULE**

- Community Engagement Activities and Feedback Summary (max. 10 pages)
- Concept Plans, including preliminary cost estimates and phasing strategies
- Preferred Master Plan, including final cost estimates and phasing strategy
- Phasing Plan
- Supporting graphics

Task 5.5: Draft Master Plan Report Review

TSW will collect comments and feedback about potential edits from Town staff, elected officials, and key stakeholders. TSW will develop a spreadsheet of comments and how we plan to address them in the Final Master Plan Report.

Task 5.6: Final Master Plan Report

Based on Task 5.5, TSW will finalize the Master Plan Report that will be used for adoption.

Optional Additional Services

Perspective Renderings

TSW will develop computer-generated 3D perspective renderings that convey potential programming, character, and scale of the Preferred Master Plan. TSW will model the entire site and create four (4) perspectives.

Topographic and Site Survey

LDA Engineering will provide topographic and site survey services tailored to the needs of the project, focusing on capturing accurate existing conditions to inform planning and design. Rather than surveying the entire 70-acre site, our approach will prioritize key areas of anticipated improvement, such as proposed amenities, access points, and critical infrastructure corridors, while ensuring sufficient coverage to support overall site understanding and connectivity.

Operational Assessment

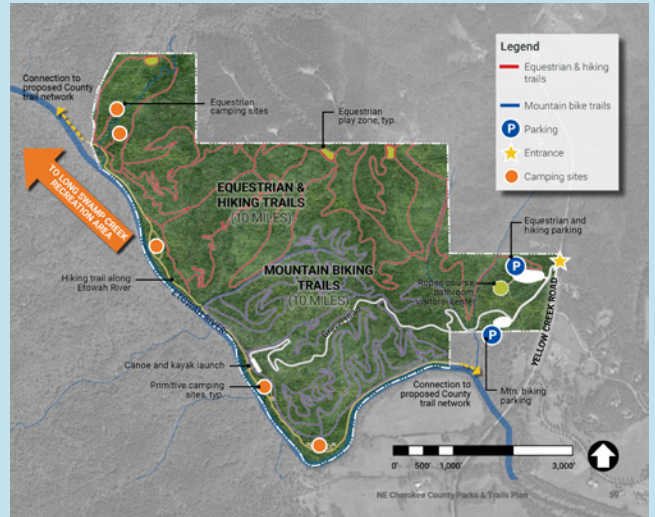
To ensure long-term financial sustainability for park amenities, facilities, and programs, TSW will work with a consultant to identify current funding sources including general fund taxes, user fees, memberships, sponsorships, grants, and public-private partnerships. In addition, the efficiency of operations will be evaluated using key performance indicators and cost recovery.

This effort will include a series of meetings with staff to understand the current organization, staffing and operations, and review of policies and procedures. The consultant will recommend organizational alterations, and required staffing changes/additions to align with resources for a desired level of service. After these avenues have been explored there may be additional funding opportunities through partnerships, grants and other alternative funding mechanisms.

SECTION C: PROJECT APPROACH & SCHEDULE

Visioning Graphics

TSW strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort. We employ a variety of these techniques as part of every project, including: design guidelines, executive summary documents, perspective renderings, AutoCAD street and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.



SECTION C: **PROJECT APPROACH & SCHEDULE**

Estimated Schedule

Based on previous experience with similar park master planning projects, the TSW Team is confident that we can meet the Town’s anticipated schedule of 6 months. If selected, a more detailed schedule will be developed that includes review periods, deliverable dates, and community engagement activities and dates.

TASK	DESCRIPTION	MONTHS					
		1	2	3	4	5	6
1	Project Kickoff & Project Management	[Task spans from Month 1 to Month 6]					
2	Site Analysis & Data Collection	[Task spans from Month 1 to Month 3]					
3	Community Engagement			[Task spans from Month 2 to Month 4]			
4	Visioning & Conceptual Planning				[Task spans from Month 4 to Month 5]		
5	Master Plan Development	[Task spans from Month 1 to Month 6]					

SECTION D:

References & Highlighted Projects

TSW References

Gwinnett County George Pierce Park Expansion

Gwinnett County
Glenn Boorman, Division Director, Project Administration Parks & Recreation
Phone: 770.822.8873
Email: glenn.boorman@gwinnettcountry.com

City of Rome Banty Jones Park

City of Rome
Bekki Fox, Community Development Director
Phone: 706.236.4477
Email: bfox@romega.us

City of Red Bank Middle School Site Redevelopment

City of Red Bank
Leslie Slay, Director of Community Development
Phone: 423.680.1933
Email: lslay@redbanktn.gov

Cherokee County Woodworth Park, Yellow Creek, and Long Swamp

Cherokee County
Jay Worley, Recreation & Parks Director
Phone: 770.924.7768
Email: jworley@cherokeecountyga.gov

City of Stockbridge Parks System Master Plan and Detailed Design for Clark Park, Memorial Park, and Downtown Trail Connections

City of Stockbridge
Decius Aaron, Public Works Director
Phone: 770.474.1232
Email: daaron@cityofstockbridgega.gov

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

City of Red Bank Middle School Site Redevelopment

Red Bank, TN



- A** OPEN LAWN
 - B** COVERED STAGE
 - C** MARKET/FOOD TRUCK PLAZA WITH SEATING
 - D** RESTROOM
 - E** LARGE PAVILION WITH SEATING
 - F** SMALL PAVILION WITH SEATING
 - G** WATER FEATURE
 - H** GARDEN AREA
 - I** BOULDERING/EXERCISE PARK
 - J** PLAY AREA
 - K** PAVED TRAIL
 - L** UNPAVED NATURE TRAIL
 - M** PARKING
 - N** NATIVE LANDSCAPE RESTORATION
 - O** PUBLIC ART/HISTORIC INTERPRETIVE ART
 - P** BENCH SEATING (ALONG TRAILS)
 - Q** FUTURE DEVELOPMENT (CIVIC, RESTAURANT/RETAIL, EDUCATION)
- PROPOSED LAND USE AREAS**
- 8 AC. = PARKS/RECREATION/OPEN SPACE
 - 4 AC. = FUTURE DEVELOPMENT



Project Overview

Red Bank is a small enclave city surrounded by Chattanooga with a unique “small town” character that both draws in new residents/businesses and retains long-term ones. TSW created a Comprehensive Plan, adopted in 2025, to provide a road map for future development that maintains Red Bank’s character. Extensive community engagement throughout the process ensured the final plan was representative of all people in Red Bank. As part of the process, TSW developed a vision for the 12-acre former Red Bank Middle School site that will serve as an exciting catalyst project. The redevelopment of the former Red Bank Middle School site aims to create a vibrant, community-focused space blending greenspace with civic and supportive uses. TSW developed two concept plans and then revised into a final concept plan. The plan focuses on dedicating approximately eight acres to public open space with amenities, and four acres to future development, with a preference for civic, educational, and retail/commercial uses. Secondary uses, such as a library, community center, or small-scale restaurants and retail, will complement the open space, encouraging year-round activity and fostering a vibrant community atmosphere. Connectivity will be a key focus, with trails and sidewalks linking the site to nearby neighborhoods and Dayton Boulevard. Infrastructure improvements such as parking, restrooms, and ADA-compliant pathways will enhance accessibility and usability, while streetscape upgrades and pedestrian connections will integrate the site into the surrounding area, aligning with the broader Boulevard Greenway initiative.

Client:

City of Red Bank

TSW’s Role:

Landscape Architecture
Community Engagement
Project Management

Size: 12 acres

Construction Cost:
estimated \$8.9 mil

Design Fee: \$21,500

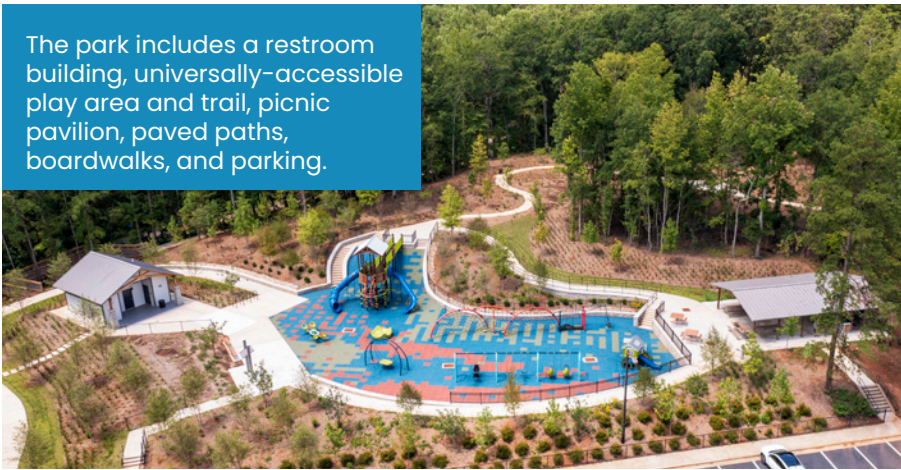
Construction Duration: TBD

Completion: 2025

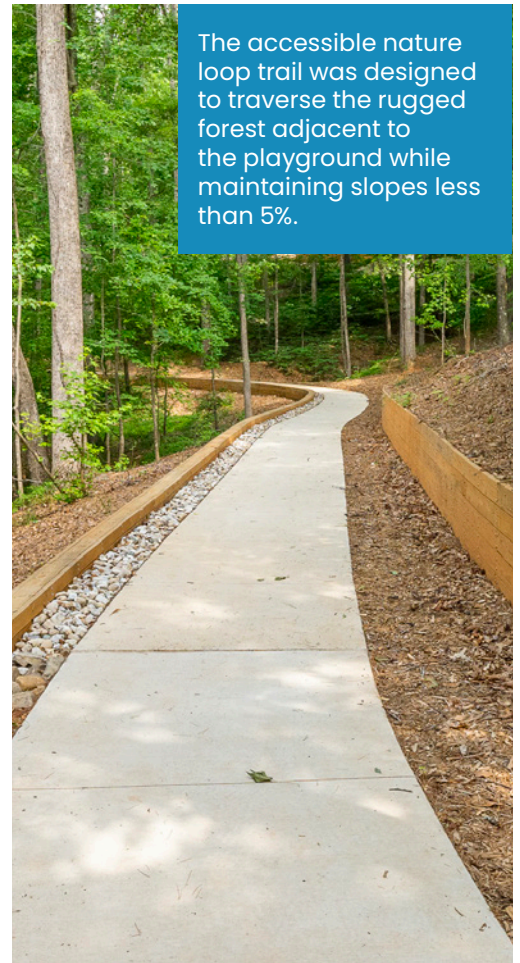
SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

Gwinnett County George Pierce Park Expansion

Gwinnett County, GA



The park includes a restroom building, universally-accessible play area and trail, picnic pavilion, paved paths, boardwalks, and parking.



The accessible nature loop trail was designed to traverse the rugged forest adjacent to the playground while maintaining slopes less than 5%.



The restroom building was designed with granite found in other Gwinnett County Parks and timbers to reflect the surrounding woods.

Project Overview

George Pierce Park is a large regional county park serving Gwinnett County, comprised of extensive upland and lowland forest, established recreation facilities, and the Ivy Creek Trail system. The **park expansion focused on enhancing passive recreational opportunities while improving accessibility and reinforcing the site's existing natural character.** The project was delivered as part of Gwinnett County's SPLOST-funded capital improvements program, requiring clear scope definition, cost control, and constructability within a public funding framework.

The expansion introduced **universally accessible park improvements** designed to support walking, nature immersion, and everyday use. The design approach emphasized restraint and long-term stewardship, allowing the landscape itself to remain the primary experience while carefully integrating new trails, boardwalks, and crossing structures within the forested setting. Low timber retaining walls were selectively used to reduce grading, preserve mature trees, and allow trails to remain closely tied to the natural landform. **TSW was responsible for full landscape architecture and architecture services.**

Client:

Gwinnett County Parks & Recreation

TSW's Role:

Landscape Architecture
Architecture
Project Management

Size: 304 acres

Construction Cost:
\$4.3 million

Design Fee: \$280,000

Completion: 2023

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

Lookout Mountain Conservancy Master Plan

Chattanooga, TN



Master Plan - Enlargement

SITE PLAN ELEMENTS

- A** INTERN CLUBHOUSE + LMC OFFICE
 - 3600 SF TOTAL
 - CLUBHOUSE TO INCLUDE LOCKERS, KITCHEN, LAUNDRY, LOUNGE, STUDY ROOM, ACTIVITY ROOM/COMMUNITY ROOM, SHOWERING FACILITY, TV/MEDIA ROOM, MEDITATION SPACE
 - LMC OFFICE SPACE
- B** INTERN BUNKHOUSE
 - +/- 2400 SF TOTAL
 - CAPACITY +/- 20 INTERNS
 - INCLUDES BATHROOM AND SMALL LOUNGE AREA WITH BASIC KITCHEN
- C** EVENT PAVILION
 - +/- 2400 - 3000 SF TOTAL
 - CAPACITY +/- 150-200 PEOPLE
 - INCLUDES COVERED EVENT SPACE, RESTROOMS, CATERING KITCHEN, UPPER LEVEL BRIDAL SUITE, OUTDOOR PLAZA
- D** OUTDOOR EVENT SPACE
 - +/- 6500 - 7000 SF TOTAL
 - CAPACITY +/- 70 PEOPLE
 - FLEXIBLE SPACE TO ALLOW FOR OUTDOOR GATHERING AND EVENTS
- E** OUTDOOR CLASSROOM
 - +/- 1000 SF TOTAL
 - CAPACITY +/- 100 PEOPLE
 - OPEN-AIR PAVILION
 - OUTDOOR PLAZA AREA
- F** RESTROOM BUILDING
 - 2 TOILETS PER BUILDING
 - SERVES THE OUTDOOR CLASSROOM AND OUTDOOR EVENT SPACE AND VISITING HIKERS + CLIMBERS
- G** ORCHARD + OUTDOOR GATHERING SPACE
 - ORCHARD TO BE DESIGNED TO ACCOMMODATE OUTDOOR GATHERINGS
- H** AMPHITHEATER STAGE-PAVILION
 - 700 SF COVERED STAGE
 - 6000 SF OPEN LAWN AREA
 - SMALL PLAY AREA
 - CAPACITY +/- 400 PEOPLE
- I** CAMPING AREA
 - 6 TENT PLATFORMS (16'x16'), SPACED MIN. 20' APART
 - RESTROOM BUILDING (2 COMPOSTING TOILETS)
 - CENTRAL FIREPIT AREA
- J** PARKING AREA
 - UPPER PARKING AREA: 42 SPACES, INCL. 2 ADA SPACES
 - LOWER PARKING AREA: 56 SPACES, INCL. 2 ADA SPACES
 - TOTAL NUMBER OF SPACES: 98
- K** NEW WAYFINDING SIGNAGE, TYP.
- L** NEW WALKING PATH, TYP.
- M** EXISTING TRAIL, TYP.
- N** EXISTING BOULDERING LOCATION, TYP.

Project Overview

Lookout Mountain Conservancy (LMC) hired TSW to create a **master plan for approximately 50 acres** of land they manage off Old Wauhatchie Pike on the north side of Lookout Mountain in Chattanooga, Tennessee. The area currently features a bouldering park with 27 bouldering sites, 8 miles of multipurpose trails, an edible garden and greenhouse, pollinator gardens, and extensive native landscapes. Old Wauhatchie Pike is the oldest residential road in Chattanooga and there are historic walls and building features throughout the site. Additionally, this site is the home of the LMC's Intern & Leadership Program with the Howard School.

Each year, the program includes 20 high school students who learn through an outdoor experience of building, maintaining, and exploring the land. **The master plan documents the existing site elements and proposes new site features that expands the uses of the area.** There are three additional event pavilions of varying sizes that can accommodate a diverse range of events from small retreats, weddings, and concerts and outdoor learning. The plan adds camping areas and improved circulation trails and parking areas. Additionally, the plan increases the amenities for the Intern program with an Intern bunkhouse and new clubhouse - LMC office building. **The final plan included a cost estimate and phasing plan that aligns with the implementation goals of LMC.**

Client:

Lookout Mountain Conservancy

TSW's Role:

Landscape Architecture
Master Planning

Size: 50 acres

Construction Cost:
\$6.7 million

Design Fee: \$10,800

Construction
Duration: TBD

Completion: 2023

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

Walker Park Master Plan & Implementation

Fayetteville, AR



Phase 1 focuses on the renovation of the southern portion of the park with active uses for a variety of park users.



TSW conducted public input activities at the park to better understand the community's needs.

Project Overview

TSW was retained by the City of Fayetteville to develop a Master Plan for Walker Park, one of the city's oldest and most active community parks, **spanning approximately 70 acres** in the heart of the city. As the only large community park in central Fayetteville, it offers a wide range of recreational amenities, including a splashpad, skate park, playgrounds, tennis courts, a disc golf course, pavilions, and a youth baseball complex. **Developed with community and stakeholder input, and resulting in both short-term and long-term recommendations for the park**, the Walker Park Master Plan was officially adopted by the Parks and Recreation Advisory Board in September 2023.

After the adoption of the master plan, the city has continued to work with the TSW team to implement Phase I of the master plan. **Phase I will include new multi-purpose activity fields, playground areas, passive green spaces, pathways, a large venue for competitive horseshoe competitions and other community gathering spaces and amenities.** Construction on Phase 1 began in late summer of 2025.

Client:

City of Fayetteville

TSW's Role:

Landscape Architecture
Community Engagement
Project Management

Size: 70 acres

Construction Cost: \$4.5 million

Design Fee: \$319,575

Construction Duration: under construction

Completion: 2026

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

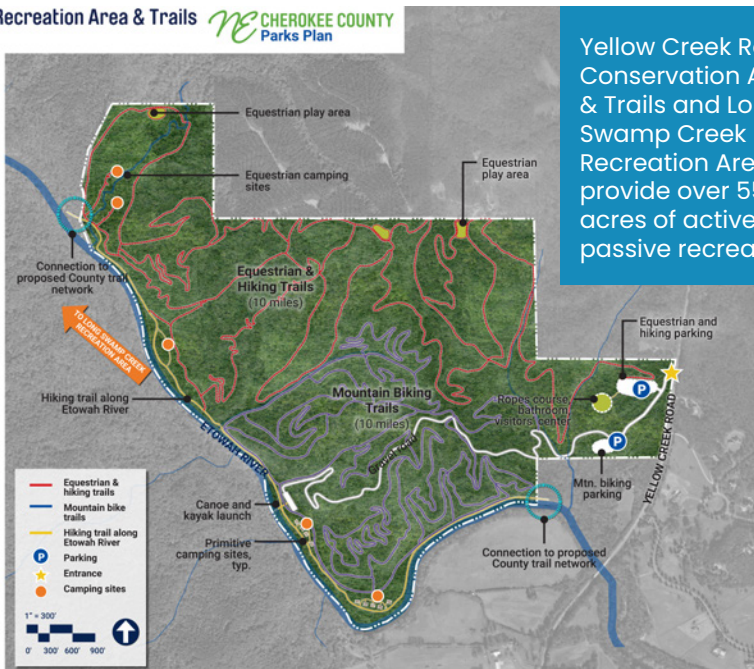
NE Cherokee County Parks Implementation

Cherokee County, GA



Yellow Creek Road Recreation Area & Trails

Approved May 3, 2022



Yellow Creek Road Conservation Area & Trails and Long Swamp Creek Recreation Area provide over 550 acres of active and passive recreation.



Project Overview

Cherokee County retained TSW to create a parks and trails plan for the Northeast portion of the county. In total, the park properties encompass about 664 acres. TSW worked with the County and community to listen to challenges and opportunities of the properties, help develop a vision for the park sites and trails. Cherokee County moved forward with two park conceptual design recommendations from the plan.

Yellow Creek Road Conservation Area & Trails: TSW was also retained by Cherokee County to develop schematic design, cost estimates, construction documents, and construction administration for Yellow Creek Road Conservation Area & Trail. This 538-acre park includes 9,000 feet of frontage along the Etowah River and is protected by a conservation easement that limits the types of recreation activities and development that can occur. The design calls for canoe and kayak launch, primitive camp sites, equestrian camp sites, separate equestrian and mountain biking trails, ropes course, and Visitors' Center.

Long Swamp Creek Recreation Area: After completing the master plan and individual concepts plans for the Cherokee County NE Parks & Trails Area Plan effort, TSW was retained by Cherokee County to develop schematic design, cost estimates, construction documents, and construction administration for Long Swamp Creek Recreation Area. This 24-acre park includes 1,500 feet of frontage along the Etowah River with the property being a significant cultural resource for the Cherokee Nation. The design calls for canoe and kayak launch, primitive camp sites, archery range, canopy walk, trails, and Visitors' Center. Phase one of the park was completed in spring 2025.

- Client:**
Cherokee County
- TSW's Role:**
Landscape Architecture
Community Engagement
Project Management
- Size:**
 - Yellow Creek 538 acres
 - Long Swamp 24 acres
- Construction Cost:**
 - Yellow Creek \$2.4 mil
 - Long Swamp \$1.6 mil
- Design Fee:**
 - Yellow Creek \$133,950
 - Long Swamp \$146,550
- Construction:**
 - Yellow Creek TBD
 - Long Swamp 12 mo.
- Completion:** 2025

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

Cherokee County Woodworth Park

Cherokee County, GA



Project Overview

TSW was retained by Cherokee County to lead the design of the new 52-acre Woodworth Park, an ambitious community investment that will include a Recreation & Senior Center as well as a diverse mix of active and passive park amenities. **Additional park components include sports fields, playground area, canopy walk and overlook, restroom building, splashpad, and flex lawn.**

For Phase 1, TSW developed detailed design development documents for the park elements and provided **architectural design for the two-story Recreation & Senior Center**. The building is envisioned as a vibrant hub of intergenerational activity and wellness, featuring a full-sized double basketball court with an elevated running track, a dedicated senior center, multipurpose classrooms, a fitness center, a banquet hall, and a shared catering kitchen—alongside a central office suite to support staff and operations.

Phase 2 will include construction of the Recreation & Senior Center, sports fields, canopy walk, trails, and splashpad.

Client:

Cherokee County

TSW's Role:

Landscape Architecture
Architecture
Community Engagement
Project Management

Size: 52 acres

Construction Cost: \$3.2 million (Phase 1)

Design Fee: \$224,925 (Phase 1)

Construction Duration: under construction (Phase 1)

Completion: 2027

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

City of Stockbridge Clark and Memorial Parks

Stockbridge, GA



Project Overview

TSW was first retained by the City of Stockbridge to develop their Parks System Master Plan. The Parks System Master Plan process began in January 2022 and was completed in September 2023. The process started with understanding current needs and an assessment of existing conditions. Using this information and initial public input, programming recommendations were produced that illustrated potential park elements for existing parks, new parkland, and potential areas for trail expansion. Based on additional public feedback, recommendations were finalized for the conceptual designs of the existing parks, the programming, type, and general locations for new parkland, the trail locations, and the maintenance and operation improvements.

Following adoption of the Parks System Master Plan, **TSW was retained to develop detailed design and construction documents redevelopment of Clark and Memorial Parks and a new Downtown trail connections.** Key tasks include surveying, stream study, trail schematics, public input, design development, construction documents, permitting, and bidding assistance. Both parks include a variety of active and passive recreation components to serve the growing community. Key features of Clark Park include tennis/pickleball courts, natural play areas, fitness stations, canopy ropes course, dog park, food truck parking, and restroom/storage building. Key features of Memorial Park include basketball courts, tot-lot, playground, splashpad, open lawn, large pavilion, dog parks, rain garden, picnic shelter, and parking area.

Client:

City of Stockbridge

TSW's Role:

Landscape Architecture
Architecture
Community Engagement
Project Management

Size:

- Clark 14.2 acres
- Memorial 14.1 acres

Construction Cost:

- Clark \$7.8 mil
- Memorial \$8 mil

Design Fee: \$825,000

Construction:

- Clark TBD
- Memorial TBD

Completion: 2027

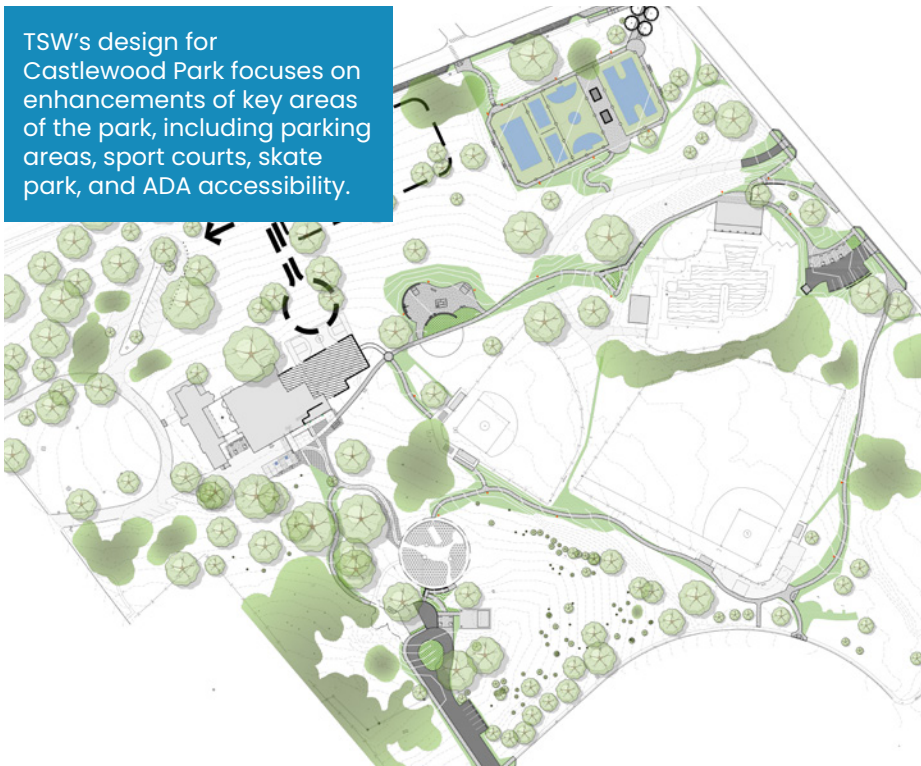
SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

City of Lexington Castlewood Park

Lexington, KY



TSW's design for Castlewood Park focuses on enhancements of key areas of the park, including parking areas, sport courts, skate park, and ADA accessibility.



Project Overview

Castlewood Park is a 32 acre community park, located two miles northeast of downtown Lexington. It is one of the oldest parks in Lexington. Amenities at Castlewood Park include an active Community Center, Loudon House historic home, restrooms, sports fields, pastoral lawn, playground, aquatic center and sprayground. Despite its multifaceted programming, there is very little existing parking - only about 30 spaces for the Loudon House and community center.

TSW was retained by the Lexington-Fayette Urban County Government Division of Parks and Recreation to weigh the needs for improvements to park elements, in particular the sports courts and parking to meet current community needs, with the significance of Loudon House house (National Register of Historic Places) and the role of the surrounding former estate as communal open space for a neighborhood that grew up around it.

The planning and design process included site analysis, community survey, programming, park design, schematic design, construction documents, and cost estimates. The overall design focuses on improved ADA-compliant vehicular and pedestrian access to park amenities. It also includes redesigning aging sport courts to respond to community feedback regarding a desire for more variety in the types of facilities offered. The design also balances preserving valued natural spaces with enhancing access, safety, and security, especially near the picnic shelter and playground.

Client:

Lexington-Fayette Urban County Government
Division of Parks and Recreation

TSW's Role:

Landscape Architecture
Community Engagement
Project Management

Size: 32.4 acres

Construction Cost:

\$1.5 million

Design Fee: \$75,300

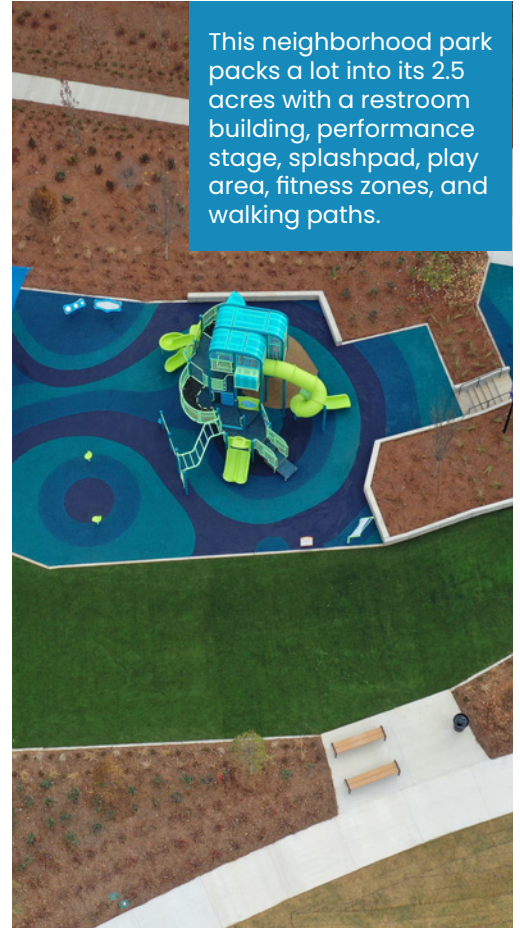
Construction: TBD

Completion: 2027

SECTION D: REFERENCES & HIGHLIGHTED PROJECTS

City of Rome Banty Jones Park

Rome, GA



This neighborhood park packs a lot into its 2.5 acres with a restroom building, performance stage, splashpad, play area, fitness zones, and walking paths.

Project Overview

TSW was retained by the City of Rome to provide landscape architecture and architecture services for the improvements to the 2.5-acre Banty Jones Park. The existing park, located approximately 1 mile from Downtown in the East Rome Crossing neighborhood, is directly adjacent to one of the largest public housing developments in Rome.

TSW collaborated with the City and local residents to **create a plan that transforms the park into a vibrant community space with diverse amenities for recreation, fitness, and social gatherings.** New features include a performance stage with seating, playgrounds, pavilions, a picnic and grilling area, a game area, a fitness zone, a boardwalk with a bioretention area, and space for food trucks. The park's centerpiece is a central plaza with a splash pad, making it a family-friendly destination. TSW's Architecture Studio also designed and developed construction documents for the new restroom building.

Client:

City of Rome

TSW's Role:

Landscape Architecture
Architecture
Project Management

Size: 2.5 acres

Construction Cost:

\$5.5 million

Design Fee: \$397,460

Completion: 2025

FOUNDERS PARK AND MASTER PLAN

JOHNSON CITY, TENNESSEE



LDA ENGINEERING



PROJECT HIGHLIGHTS

- Trail Connectivity
- Project Management
- Public & Stakeholder Engagement
- Graphic & Architectural Renders
- Feasibility Study
- Environmental Planning
- GIS Analysis
- Market & Economic Analysis
- Green Space
- Art Display Plaza
- Floodplain Modeling and Analysis
- Stormwater Management
- Existing Utilities Conflicts
- Park and Recreational Field Coordination
- Community and Stakeholder Engagement
- Survey, ROW, and Easement Coordination
- Cost Estimating and Scheduling

CLIENT CONTACT:

City of Johnson City
Cathy Ball
423.434.6000
cball@JohnsonCityTN.org

The Founders Park project is an exciting first step in Johnson City's economic revitalization and stormwater improvement Master Plan for the downtown historic district. The district is located at two large urban streams King Creek and Brush Creek. Through the downtown area, these creeks are captured by large culverts that underlie the historic district.

However, for many decades the district has been plagued by flooding due to infrastructure limitations and increasing urbanization of the upstream watershed. With this in mind, City leadership developed a Master Plan. The Plan consists of major stormwater infrastructure improvements, such as bypass channels and regional detention facilities. In addition, the Plan includes cultural features such as a greenway park. The first phase of the Plan is the recently-completed Founders Park project.

This project consisted of removing 700 feet of the Brush Creek triple barrel box culvert located beneath an old warehouse, constructing an environmentally-enhancing channel, and constructing a 5 acre greenway park along the banks of the improved stream. Since the stream at that location has a drainage area of approximately 7 square miles, one of the most challenging construction aspects of the project was phasing of the work and temporary diversion of the stream. The completed project provides an outstanding public use area, improved local drainage, and an environmentally improved stream.

ORIGINAL SCHEDULE:
2010-2024

ACTUAL COMPLETED SCHEDULE: 2010-2024

PRIME CONSULTANT: LDA Engineering

CONTRACT VALUE: \$400,000

PROJECT VALUE: \$12 Million

PROJECT TYPE: Park, Recreation and Master Planning

TRI CITIES PARKS

MULTIPLE CITIES, TENNESSEE



LDA ENGINEERING



PROJECT HIGHLIGHTS

- Recreational Courts
- Urban Parks
- Sustainable Stormwater Design
- Sport Court Resurfacing
- ADA Compliance
- Multimodal Connectivity
- Utilities Coordination
- Master Planning
- Community and Stakeholder Engagement
- Green Infrastructure
- Permitting

CLIENT CONTACT:

City of Johnson City
Cathy Ball
423.434.6000
CBall@JohnsonCityTN.org

Frank Lorino Park, City of Morristown, TN

This 142 acre Morristown city park is home to baseball, softball, football, and soccer fields, tennis courts, a skate park, playground, disc golf course with two sets of baskets, pavilions, horseshoe pits, concessions stands, and restrooms. LDA partnered with the City on a rehabilitation project for the existing Tennis Complex consisting of eight tennis courts and a practice court. LDA also provided stormwater drainage improvements, transportation improvements, and cost estimating.

Earnest Street Urban Pocket Park, Johnson City, TN

LDA Engineering and its team designed the Earnest Street Pocket Park, converting a single block of Earnest Street into a vibrant pedestrian-only gateway that seamlessly connects the West Walnut Street District to Downtown Johnson City and the Tweetsie Trail. Leveraging recommendations from a prior master plan, the project closed one block of Earnest Street to vehicular traffic. This enhanced pedestrian only corridor gestures expanded sidewalks, shade trees and hardscape canopies, varied colored and textured hardscape, layered plantings, and custom furnishings including bench and swings. Integrated power and water service facilitate community events, and lighting and materials were selected to complement the adjacent federal courthouse restoration and reinforce the Walnut Street corridor's identity.

ORIGINAL SCHEDULE:
2018-2025

ACTUAL COMPLETED SCHEDULE: 2018-2025

PRIME CONSULTANT: LDA Engineering

CONTRACT VALUE: \$250,000

PROJECT VALUE: \$2 Million

PROJECT TYPE: Recreational Sports Courts and Urban Parks

GREENWAY DESIGN & CONNECTIVITY PROJECTS

VARIOUS LOCATIONS, TENNESSEE



PROJECT HIGHLIGHTS

- Greenway Design
- Easement Acquisition
- Topographic & Boundary Survey
- Permitting
- Utility Coordination
- Modeling
- ADA-Compliant Geometry
- Timber Boardwalk for Creek Crossing
- Railroad Coordination (CSX) for at-grade crossing
- Cross Culvert Design to Maintain Existing Drainage Patters
- Mid-Block Crossing of Public Street
- Two-Phase Erosion Prevention & Sediment Controls Plan

CLIENT CONTACT:

Blount Partnership
Bruce Kerr
865.983.2241
bkerr@blountpartnership.com

LDA has supported multiple greenway initiatives across East Tennessee, providing survey, design, construction management and permitting services that strengthen regional connectivity and promote alternative transportation.

In Farragut, the **Little Turkey Creek Greenway Connection** closed a 1,400-foot gap between the Brookmere Subdivision and the Sheffield Greenway Connector. The alignment presented steep grades and close proximity to Little Turkey Creek, necessitating retaining walls, pedestrian safety rails, and a drainage system designed to outfall directly to the creek without increasing flood risk. LDA completed topographic and boundary surveys, easement exhibits, and construction documents under TDOT, AASHTO, MUTCD, ADA, and FHWA design standards.

In Alcoa, the **DENSO Greenway Extension** added approximately 0.79 miles of new trail linking residential neighborhoods, regional employment centers, and recreational amenities. LDA led the engineering design and construction documentation for the project, coordinating directly with the Blount Partnership and multiple agencies to navigate local, state, and federal permitting.

The **Eagle Greenway** further strengthens the Alcoa greenway network, providing an additional 13,700 linear ft connection between residential neighborhoods, schools, and parks. LDA provided full engineering and survey services, addressing challenges such as wetland crossings, floodplain impacts, and utility coordination.

ORIGINAL SCHEDULE:
2022-2025

ACTUAL COMPLETED SCHEDULE: 2022-2025

PRIME CONSULTANT: LDA Engineering

CONTRACT VALUE: \$450,000

PROJECT VALUE: \$5.5 Million

PROJECT TYPE: Greenways

SECTION E:

TSW Business Statement & Professional Licenses

Tunnell-Spangler & Associates, Inc. d/b/a TSW is fully licensed and qualified to perform the requested services in the State of Tennessee. We maintain an office in Chattanooga, Tennessee, and have two Registered Landscape Architects and a Professional Engineer on staff who are licensed in the state, ensuring that our team meets all professional and regulatory requirements necessary to successfully deliver this project.

TSW (from the TN Secretary of State)

TUNNELL, SPANGLER & ASSOCIATES, INC.

Entity Type: Foreign For-profit Corporation
Formed in: GEORGIA
Term of Duration: Perpetual

Status: Active
Control Number: 001032609
Initial Filing Date: 6/4/2019 2:41:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2027

<u>Registered Agent</u>	<u>Principal Office Address</u>	<u>Mailing Address</u>
C T CORPORATION SYSTEM 300 MONTVUE RD KNOXVILLE, TN 37919-5546	1447 PEACHTREE ST NE STE 850 ATLANTA, GA 30309-3029	1447 PEACHTREE ST NE STE 850 ATLANTA, GA 30309-3029

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: N/A
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LDA Engineering (from the TN Secretary of State)

LAMAR DUNN & ASSOCIATES, INC.

Entity Type: For-profit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Shares of Stock: 2,000

Status: Active
Control Number: 000121230
Initial Filing Date: 10/14/1982 4:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2027

<u>Registered Agent</u>	<u>Principal Office Address</u>	<u>Mailing Address</u>
JASON D. BROOKS 110 TYSON BLVD STE 200 ALCOA, TN 37701	110 TYSON BLVD STE 200 ALCOA, TN 37701-4111	110 TYSON BLVD STE 200 ALCOA, TN 37701-4111

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: Good
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Adam Williamson (TN License Verification)

Williamson, Adam Heath

Individual

License Details

A&E Landscape Architect

Professional Landscape Architect

1273

Active

05/31/2027

Primary Contact Information

BROOKHAVEN, Georgia 30319

Dekalb, United States

Brandon Sutton (TN License Verification)

Sutton, Brandon

Individual

License Details

A&E Landscape Architect

Professional Landscape Architect

1122

Active

06/30/2026

Primary Contact Information

CHATTANOOGA, Tennessee 37405

Hamilton, United States

Heather Hubble (TN License Verification)

Hubble, Heather
Individual

License Details

A&E Architect
Professional Architect
107644
Active
06/30/2026

Primary Contact Information

ATLANTA, Georgia 30318
Fulton, United States

Beverly Bell (TN License Verification)

Bell, Beverly
Individual

License Details

A&E Landscape Architect
Professional Landscape Architect
1426
Active
05/31/2026

Primary Contact Information

CHATTANOOGA, Tennessee 37415
Hamilton, United States

Bert Kuyrkendall (TN License Verification)

KUYRKENDALL, BERTRAN ROGER JR

Individual

License Details

A&E Engineer

Professional Engineer

117891

Active

12/31/2026

Primary Contact Information

CHATTANOOGA, Tennessee 37402

Hamilton, United States

Jason Elliott (TN License Verification)

ELLIOTT, JASON CHRISTOPHER

Individual

License Details

A&E Engineer

Professional Engineer

112209

Active

02/28/2027

Primary Contact Information

LOUISVILLE, Tennessee 37777

Blount, United States

Lincoln Fugal (TN License Verification)

Fugal, Samuel Lincoln
Individual

License Details

A&E Engineer
Professional Engineer
132864
Active
07/31/2027

Primary Contact Information

MARYVILLE, Tennessee 37803
Blount, United States

Danielle Ursprung (TN License Verification)

Ursprung, Danielle
Individual

License Details

A&E Engineer
Professional Engineer
133211
Active
12/31/2027

Primary Contact Information

NASHVILLE, Tennessee 37210
Davidson, United States

Steve Drummer (TN License Verification)

DRUMMER, JOHN S
Individual

License Details

A&E Engineer
Professional Engineer
16905
Active
02/29/2028

Primary Contact Information

KNOXVILLE, Tennessee 37918-0902
Knox, United States

Alan Haniszewski (TN License Verification)

HANISZEWSKI, ALAN
Individual

License Details

Land Surveyors
Land Surveyor
2398
Active
12/31/2027

Primary Contact Information

CHATTANOOGA, Tennessee 37405
Hamilton, United States

SECTION F:

Required Forms

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

The undersigned, principal officer of TSW, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of TSW (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.
Further affiant saith not.

Adam Williamson

Name of Officer

President / Principal

Title of Officer

State of Tennessee, County of Knox

Before me personally appeared Adam Williamson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 6th day of April, 2026.

Notary Public

My commission expires: July 09, 2029



SECTION F: REQUIRED FORMS

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal of Qualifications, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. (Check the box next to each addendum received and applicable)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal submission shall be rejected. The Proposer understands that any verbal representation made or assumed to be made during any oral discussion held between Proposer's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this RFQ Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, offer or Proposal constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Proposer accepts the terms and conditions contained in the Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: 2026-23 70-Acre Park Master Plan

Date: 4/6/26 Name of Proposer's Company: TSW

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal



SECTION F: REQUIRED FORMS

NON-COLLUSION AFFIDAVIT

State of Georgia

County of Fulton

Adam Williamson, being first duly sworn, deposes and says that:

- (1) He/She is the **President** of **TSW**, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): [Signature]

Title: **President**

Notary:

Subscribed and sworn to before me this **6th** day of **April**, 20**26**

[Signature]

Notary Public

Title

My commission expires: July 09, 2029



SECTION F: REQUIRED FORMS

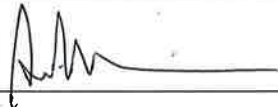


**STATE OF TENNESSEE
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
 OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	April 6, 2026
Signature of Authorized Representative	Date
Adam Williamson	470.751.236 awilliamson@tsw-design.com
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached

SECTION F: REQUIRED FORMS



STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	2026-23
CONTRACTOR LEGAL ENTITY NAME:	Tunnell-Spangler & Associates, Inc. d/b/a TSW
EDISON SUPPLIER IDENTIFICATION NUMBER:	N/A

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted, or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

Adam Williamson, Principal

Date: **April 6, 2026**

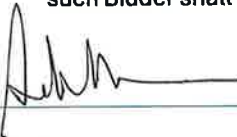
SECTION F: REQUIRED FORMS

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that TSW have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: 
 Notary:

Before me personally appeared Adam Williamson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 6th day of April, 20 26.


 Notary Public

My commission expires: July 09, 2029



SECTION G:

Cost Proposal

TSW's goal is to continue a partnership with the Town of Farragut and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee proposal and refine our scope of services and specific tasks.

BASE FEE

TASK DESCRIPTION	ESTIMATED FEE
Task 1: Project Kickoff & Project Management	\$7,490
Task 2: Site Analysis & Data Collection	\$13,220
Task 3: Community Engagement	\$27,270
Task 4: Visioning & Conceptual Planning	\$27,400
Task 5: Master Plan Development	\$18,800
Reimbursables (printing, travel, etc.)	\$4,000
TOTAL:	\$98,180

OPTIONAL ADDITIONAL SERVICES

TASK DESCRIPTION	ESTIMATED FEE
Perspective Renderings	\$3,460
Topographic and Site Survey*	\$9,500
Operational Assessment	\$23,200

*LDA will provide TSW with a Civil3D drawing of the latest state LiDAR data, with targeted field verification to tie the LiDAR to site conditions and improve confidence in the surface model. Field efforts for this phase will focus on locating depressions, the creek corridor, and other planning-relevant site elements needed to support the master planning effort.

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REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Contract 2026-26 Construction of Restroom Facility at McFee Park - Dog Park

Introduction & Background:

Requesting approval for construction of a two-stall restroom building with a storage room located at the entrance of the Dog Park at McFee.

Discussion & Recommendations:

Nearly one year ago, the Board rejected bids for a pre-fab two-room restroom facility that was nearly \$400,000. Since that time we have worked with an architecture firm to design a restroom, and we have completed the bid process for construction. We are now seeking approval of the contract to build a two-stall restroom building with a storage room at the entrance of the new McFee Dog Park.

Eight 8 companies submit bids. The lowest bid did not meet qualifications. We have selected the next lowest bidder, Skilled Services LLC. to lead this project to completion. References have come back positive and we will begin work in June with a projected completion date of December. This restroom will be the final project in the 2023 LPRF Grant. Bid tabulation follows for reference.

Company	Bid Amount
Restoration Plus (missing all addenda) - [Rejected]	\$249,536.83
Skilled Services	\$252,800
Holston Construction Inc.	\$275,000
BRC Construction Inc.	\$279,000
Lamon and McDaniels Builders	\$281,250
George W. Reagan Company	\$292,100
Hickory Construction Co.	\$335,200
Presswood Construction Inc.	\$379,825

Staff recommends approving contract number 2026-26 for \$252,800 plus 10% contingency with Skilled Services LLC. to construct the Dog Park Restroom at McFee Park.

Account Number: 310-43934-9277

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$350,000	\$278,080	\$252,800	\$71,920

Approved By: Tessa Cortes

Recommended By:

Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion:

Approve contract number 2026-26 for \$252,800 plus 10% contingency with Skilled Services LLC. to construct the Restroom Facility at McFee Park - Dog Park.

CONSTRUCTION AGREEMENT

Contract No. 2026-26

McFee Park Restroom Build

This agreement made as of the _____ day of _____ in the year 2026 by and between the;

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

SKILLED SERVICES LLC (Hereinafter called Contractor)
2800 Hoitt Ave
Knoxville, TN 37917

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

This project requires furnishing all labor, equipment, materials, and incidentals necessary for the construction of a new park restroom facility. Work includes site preparation, grading, and utility connections; installation of the concrete building pad and restroom structure; plumbing, electrical, and ventilation systems; interior and exterior finishes; installation of all fixtures and accessories; and final site restoration including sidewalks, landscaping, and cleanup.

ARTICLE 2. ADMINISTRATOR

The Parks & Recreation Director will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

1. Substantial Completion

The Contractor shall achieve Substantial Completion of the project within six (6) months from the date of the Notice to Proceed. Substantial Completion is defined as the stage at which the new park restroom facility has been fully constructed, all plumbing and electrical systems are operational, all finishes and fixtures are installed, and the building is ready for public use and inspection.

2. Final Completion and Payment

The Contractor shall achieve Final Completion of all work, including correction of punch list items, final site cleanup, and submission of all required closeout documentation, within two (2) weeks after Substantial Completion. Final payment will be made upon the Owner's and Engineer's acceptance of the completed park restroom facility and verification that all work has been performed in accordance with the contract documents.

3. Liquidated Damages

If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of \$500.00 per calendar day for each day of delay beyond the agreed completion date.

This amount is agreed upon by both parties as a reasonable estimate of the damages the Owner will incur due to such delay, including but not limited to administrative costs, loss of use, disruption to other scheduled work, and inspection costs. The parties acknowledge that actual damages would be difficult to ascertain at the time of contract execution.

The total amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor under this contract. Assessment of liquidated damages shall not relieve the Contractor from any other contractual obligations.

Nothing in this clause shall limit the Owner's right to terminate the contract or seek other remedies as provided in this Agreement.

Grace periods for work to begin may be permitted before liquidated damages begin to accrue, at the sole discretion of the Owner.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Agreement
- B. Instructions to Bidders
- C. Special Conditions
- D. General Conditions
- E. Exhibits and Plans
- F. Specifications and Drawings

- G. On-Call Work Order(s)
- H. Contractor's Bid
- I. Addenda Numbers 1-7
- J. Change Orders, duly delivered and executed by each party execution of this Agreement.
- K. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.
- D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of

1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).

- F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, *U.S. Code*.

- H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-26 McFee Park Restroom Build all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on April 20, 2026 in the amount of \$252,800.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

(Printed or Typed)

Title _____

ATTEST:

CONTRACTOR:

Skilled Services LLC

2800 Hoitt Ave

Knoxville, TN 37917

BY:

Rob Smith

(Printed or Typed)

Title President

ATTEST:

Brittany Reagan



Town of Farragut

Invitation to Bid No. 2026-26
For
McFee Park Restroom Build

All Bids Must be Submitted To:
Farragut Town Hall
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37934

Deadline for Proposal Submissions: Date: April 21st, 2026 , Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name Skilled Services	DBA, If Applicable N/A
Street Address 2800 Hoitt Ave.	Phone Number (865) 637-7687
City, State, Zip Code Knoxville, TN 37917	Email Address robsmith@skservicesllc.com
FEIN: 20-8431528	

Are quotes firm for 60 days? Yes No Other

If submitting a "No Proposal" state reason **N/A**



Authorized Signature

Rob Smith

Name (Printed)

President

Title (Printed)

04/20/2026

Date



Bid Form

ITB#2026-26 McFee Park Restroom Build

Bidder/Company Name: Skilled Services

The bidder shall furnish all labor, materials, tools, and equipment necessary to install a public restroom at McFee Park in the Town of Farragut. The proposer agrees to conform to all requirements of this ITB and the project specifications as set forth in the contract documents.

TOTAL BID \$ 252,800.00

TOTAL BID IN WORDS

two hundred fifty two thousand eight hundred dollars and zero cents

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids.

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

- 1. *Please see attached References page.
- 2. _____
- 3. _____

Name and Address of Bidder: Skilled Services
2000 Hoitt Ave. Knoxville, TN 37917

Telephone: (865) 637-7687

Email Address: robsmith@skservicesllc.com

Signature: [Handwritten Signature]

Title: president Date: 04/20/2026



References
ITB#2026-26 McFee Park Restroom Build

Project Name: KCS Carter Park Concession Stand
Company: Knox County Schools
Contact Name: Chris Towe
Phone Number: (865) 594-1667
Email Address: chris.towe@knoxschools.org

Project Name: Ripken Restroom Building
Company: Ripken Pigeon Forge, LLC
Contact Name: Mike Smelcer
Phone Number: (865) 428-3057
Email Address: msmelcer@sraarchitects.biz

Project Name: COM Everett Park- Improvement
Company: City of Maryville
Contact Name: Bill Blankenship
Phone Number: (865) 251-2585
Email Address: bblankenship@bpdesigners.com

TOWN OF FARRAGUT, TENNESSEE

BID BOND

CONTRACT NO. 2026-26 MCFEE PARK RESTROOM BUILD

Principal: Skilled Services Quality Construction, LLC

Print Name of Principal



Surety: Westfield Insurance Company

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the TOWN OF FARRAGUT in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the TOWN OF FARRAGUT, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Skilled Services Quality Construction, LLC	Westfield Insurance Company
Principal (1)	Surety (1)
By: 	By: 
Robert Smith, President	General Agent or Attorney-in-Fact Sue Hill, Attorney-In-Fact April 21, 2026
Print Name and Title	Date
April 21, 2026	
Date	(Seal)

N/A	N/A
Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4111931 05

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ALEXANDER C. SHAFER, JASON E. TALLENT, AARON JENSEN, CHRISTINA ADDINGTON, CHRISTIE SWINNEY, SUE HILL, KENDRA ADAMS, JOINTLY OR SEVERALLY

of KNOXVILLE and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIFTEEN MILLION DOLLARS AND NO CENTS (\$15,000,000)---

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of JULY A.D., 2023 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 14th day of JULY A.D., 2023 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21 day of April A.D., 2026


Frank A. Carrino, Secretary

BPOAC1 (combined) (06-02)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Bid, the Bidder represents that the Bidder has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Bidder is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. (Check the box next to each addendum received and applicable)

- Checkboxes for Addendum Nos. 1 through 10, with Nos. 1-5 checked.

The Bidder further acknowledges that should it be determined at the time of the bid opening that the Bidder has failed to acknowledge receipt of ALL issued addenda; the Bid submission shall be rejected. The Bidder understands that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or Bid constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Bidder accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or Bid for review and consideration; that I am authorized by the Bidder to execute and submit this bid, offer, or proposal, or any documents related thereto on Bidder's behalf; that I am authorized to bind the Bidder in a contractual relationship; and the Bidder has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: 2026-26 McFee Park Restroom Build Date: 04/20/2026

Name of Bidder's Company: Skilled services

Signature of Responsible Bidder: [Handwritten Signature]

Notary's Signature: Brittany Reagan

My Commission Expires Dec. 23, 2028

Notary Seal



DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Skilled Services, an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Skilled Services (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.



Name of Officer

President

Title of Officer

State of TN, County of Knox

Before me personally appeared Rob Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 20th day of April, 2026.

Brittany Reagan
Notary Public

My commission expires: My Commission Expires Dec. 23, 2028



NON-COLLUSION AFFIDAVIT

Rob Smith, being first duly sworn, deposes and says that:

- (1) He/She is the President of Skilled Services the firm that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): 

Title: President

Before me personally appeared Rob Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 20th day of April, 20 20.


Notary Public

My commission expires: My Commission Expires Dec. 23, 2028



STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Skilled Services have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed:  _____

Before me personally appeared Rob Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 20th day of April, 2026.


Notary Public

My commission expires: My Commission Expires Dec. 23, 2028






STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	04/20/2026
Signature of Authorized Representative	Date
Rob Smith	(865) 637-7687 robsmith@skservicesllc.com
Printed Name	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:


- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	04/20/2026
Signature of Authorized Representative	Date
Rob Smith	(865) 637-7687 robsmith@skservicesllc.com
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*


The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	04/20/2026
Signature of Authorized Representative	Date
Rob Smith President	(865)637-7687 robsmith@skservicesllc.com
Printed Name and Title	Phone Number / Email Address

Owner's Ethnicity and Gender of Contracts and Sub-Contractors

Ethnicity	Male	Female
Black/African American		
American Indian and Alaskan Native		
Asian		
Caucasian	✓	
Hispanic		
Native Hawaiian/Other Pacific Islander		
Other (Please Specify)		

Name of Company Skilled Services

Owner's Name  Rob Smith

Type of Business corporation



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	2026-26
CONTRACTOR LEGAL ENTITY NAME:	Skilled Services
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000249735

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Rob Smith, President

PRINTED NAME AND TITLE OF SIGNATORY

04/20/2026

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, Skilled Services will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

Skilled Services assures that no person shall on the grounds of race, color, or national origin, as provided by **Title VI of the Civil Rights Act of 1964** and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Skilled Services further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

Skilled Services will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct, and complete.



Administrative Head

04/20/2020

Date

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name Skilled Services) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

(Company Name Skilled Services) will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO /AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

(Company Name Skilled Services) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name Skilled Services) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name Skilled Services) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of (Company Name Skilled Services) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the Company EEO Officer identified below:

EEO Officer Name: Rob Smith Address/Office

Location: 2800 Hoitt Ave. Knoxville, TN 37917 Telephone # 865-637-7687



(Signature of Company Head)

04/20/2026

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921
INSURED: Skilled Services Quality Construction, LLC 2533 Hoitt Ave Knoxville, TN 37917
CONTACT NAME: Kendra Adams
PHONE: (865) 801-9039
E-MAIL ADDRESS: kadams@shaferinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Old Guard Insurance Company (17558), INSURER B: Accident Fund Ins. Company of America (10166)

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Leased/Rented Equip.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

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

Handwritten signature of authorized representative



SKILLED SERVICES QUALITY CONSTRUCTION, LLC

419855

ID NUMBER: 34266
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2026

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

SKILLED SERVICES QUALITY CONSTRUCTION, LLC
2800 HOITT AVE
KNOXVILLE, TN 37917

State of Tennessee

419855

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR**

SKILLED SERVICES QUALITY CONSTRUCTION, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 34266
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2026
UNLIMITED; BC; CE; CMC; LMC



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921. CONTACT NAME: Kendra Adams. PHONE: (865) 801-9039. E-MAIL ADDRESS: kadams@shaferinsurance.com. INSURER(S) AFFORDING COVERAGE: Old Guard Insurance Company (NAIC # 17558), Accident Fund Ins. Company of America (NAIC # 10166).

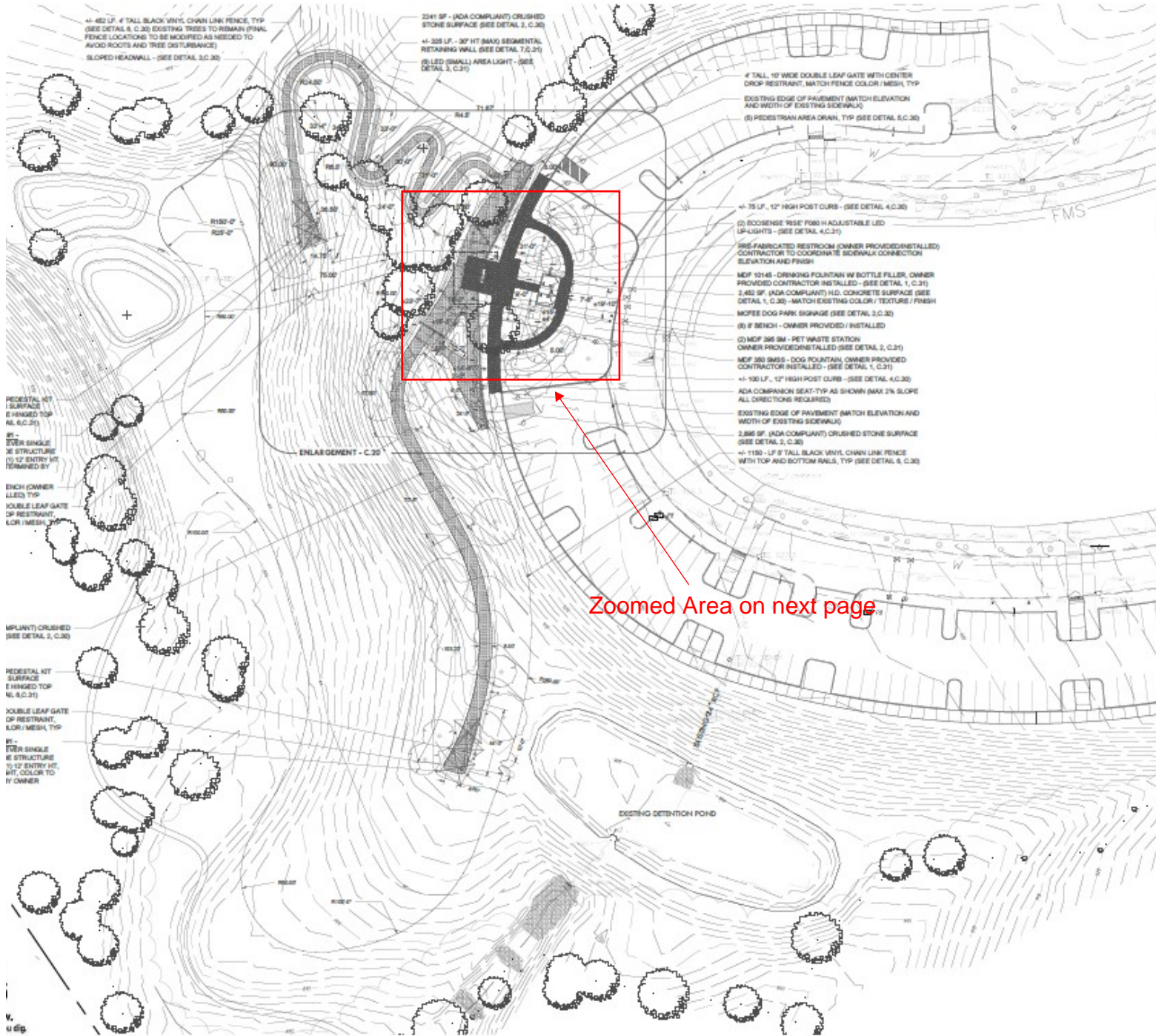
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Leased/Rented Equip.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. 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: [Signature]



- NOTES:**
- INSTALLATION OF ALL UTILITIES AND IMPROVEMENTS REQUIRED FOR ACCESS ETC. TO BE COMPLETED IN ACCORDANCE WITH CITY/STATE/UTAH REGULATIONS AND CURRENT EDITION OF INTERNATIONAL BUILDING CODES AS REQUIRED.
 - PROPERTY IS ZONED (FAR-00F).
 - REMOVAL OF TREES OR MODIFICATIONS TO THE EXISTING/ROADWAY OR ROW OR SITE MAY REQUIRE ADDITIONAL APPROVAL AND COORDINATION WITH OTHERS.
 - ALL UTILITIES, EXISTING STRUCTURES, TREES, EDGE OF SIDEWALKS, ROW OF OTHER SURVEY AND BARR INFORMATION CONTAINED HEREIN WAS PROVIDED BY THE OWNER AND CONSIDERED CURRENT AT THE TIME OF PLAN DEVELOPMENT. CANOPY LAND DESIGN IS NOT RESPONSIBLE FOR INFORMATION PROVIDED BY OTHERS. CANOPY LAND DESIGN ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION PROVIDED.
 - TOPOGRAPHY / ELEVATION CONDITIONS PROVIDED BY USER SHOULD BE FIELD VERIFIED BY CONTRACTOR/ENGINEER PRIOR TO ANY GRADING OR CONSTRUCTION AS IT MAY VARY. CONTRACTOR SHALL NOTIFY OWNER/ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - FINAL LOCATION OF ALL UTILITY CONNECTIONS AND IMPROVEMENTS TO BE COORDINATED AND IMPROVED BY OTHERS.
 - SMALLER OF MODIFICATIONS OF ANY IMPROVEMENTS WITHIN CITY/STATE/TOWN ROW TO BE COORDINATED AND COMPLETED BY OTHERS.
 - CONTRACTOR TO PROVIDE AND COORDINATE ALL PERMITTING PRE-CONCURRENCES AND FEES PRIOR TO CONSTRUCTION.
 - ALL LOT MEASUREMENTS ARE TO CENTERLINE OR EDGE AS SHOWN UNLESS OTHERWISE NOTED.
 - DISCREPANCIES SHOWN ARE TAKEN FROM BARR INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL DOUBLE CHECK BETWEEN COORDINATE LAYOUT AND PLAN DIMENSIONS PRIOR TO COMMENCING WORK.
 - ALL WORK SHALL BE COMPLETED TO THE LEVELS INDICATED BY THE SCOPE OF WORK LISTED IN THE BID DOCUMENTS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL DAMAGED OR DISTURBED SURVEY MONUMENT MARKERS, STAKES, PLAINS, PLUMS, ETC. REQUIRED FOR LAYOUT OR CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING REQUIRED FOR LAYOUT OR CONSTRUCTION AND SHALL NOTIFY OWNER/ARCHITECT IF ANY DISCREPANCIES EXIST BETWEEN EXISTING SITE FEATURES AND PLANS PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY CANOPY LAND DESIGN WITHIN 24 HOURS OF ANY LAYOUT/AL DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. ALL ADDITIONAL COSTS INCLUDING BUT NOT LIMITED TO REMOVAL OF CONSTRUCTION ADDITIONAL SITE VISITS OR DESIGN SERVICES AND FEES INCURRED DUE TO FAILURE OF THE PROCEDURE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - CONTRACTOR SHALL PROVIDE LAYOUT INFORMATION TO DISSEMINATE TO THE MUTUAL/STAKEHOLDERS THAT IS COMPLETE BETWEEN VARIOUS TRACES.
 - DISCREPANCY LIGHTS AND OTHER PROJECT SPECIFICATIONS OR STRUCTURES ARE SHOWN TO INDICATE GENERAL CATEGORIES, FINISH, TYPE AND LOCATION. CONTRACTOR SHALL MAKE PROPOSED FINISH, SPECIFICATIONS, COLORS, ETC. TO FINISH PROPOSED STRUCTURES AND PLACE TO AHEAD. COMPLETE AS STRUCTURES ARE NOT DRAWN TO SCALE FOR PLACEMENT.
 - CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY OR PERMANENT ESTABLISHMENT MEASURES SHOWN OR REQUIRED.

ADA COMPLIANCE

18. ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) WITH ADA ACCESSIBLE CONSTRUCTION SHALL MEETING THE FOLLOWING:

- 18.1 PAVED SURFACES ON ADA ACCESS PATHS NOT TO EXCEED 1% WITHOUT A RAMP.
- 18.2 PAVED SURFACES ON ADA ACCESS PATHS BETWEEN 1% AND 5% REQUIRE HANDRAILS.
- 18.3 CURBS 6" HIGH OR ADA ACCESS PATHS NOT TO EXCEED 2%.
- 18.4 PLACES SHALL NOT EXCEED A MAX SLOPE OF 3% IN ALL DIRECTIONS.
- 18.5 ADA PARKING SPACES SHALL NOT EXCEED A MAX SLOPE OF 3% IN ALL DIRECTIONS.

PROPERTY INFORMATION:

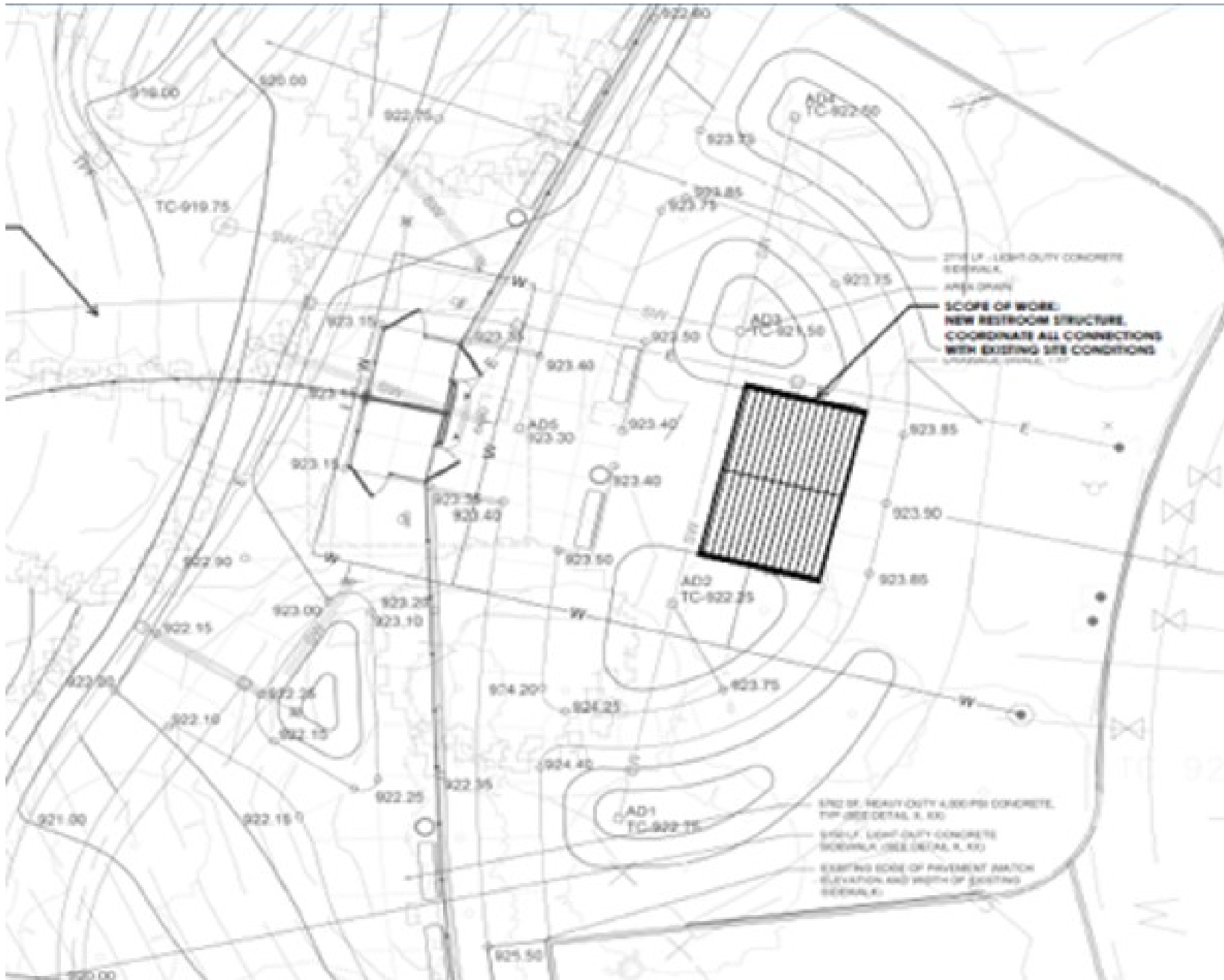
ADDRESS: 917 MOORE ROAD, FARRAGUT TN, 37934
 PARCEL: 182 01 602
 CTR. MAP: 463
 ZONING: FAR (00-F)
 ACRES: 82.19
 OWNER: TOWN OF FARRAGUT, 15408 MUNICIPAL CENTER DR, FARRAGUT TN, 37934
 COUNTY: KNOX

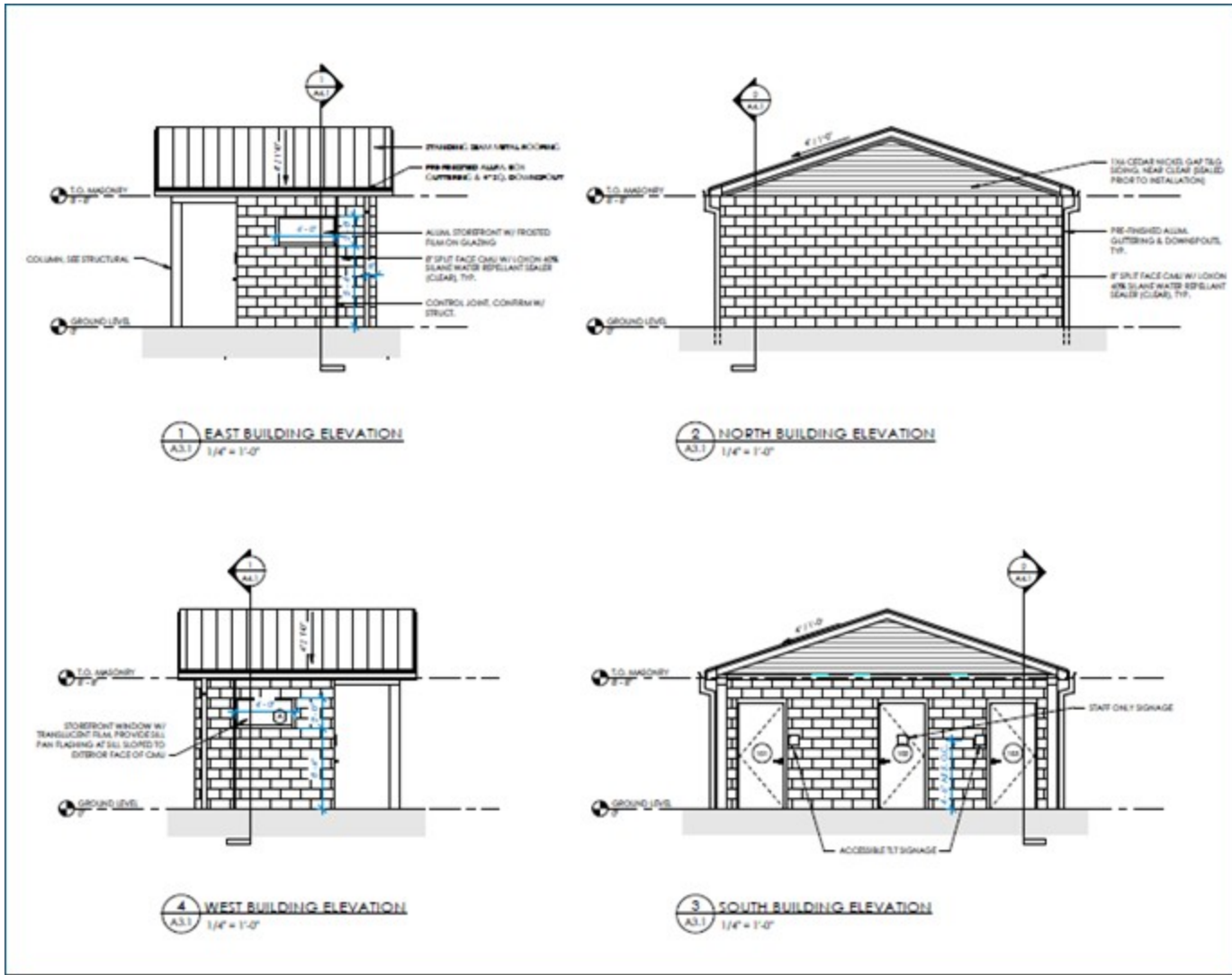
UTILITY PROVIDERS:

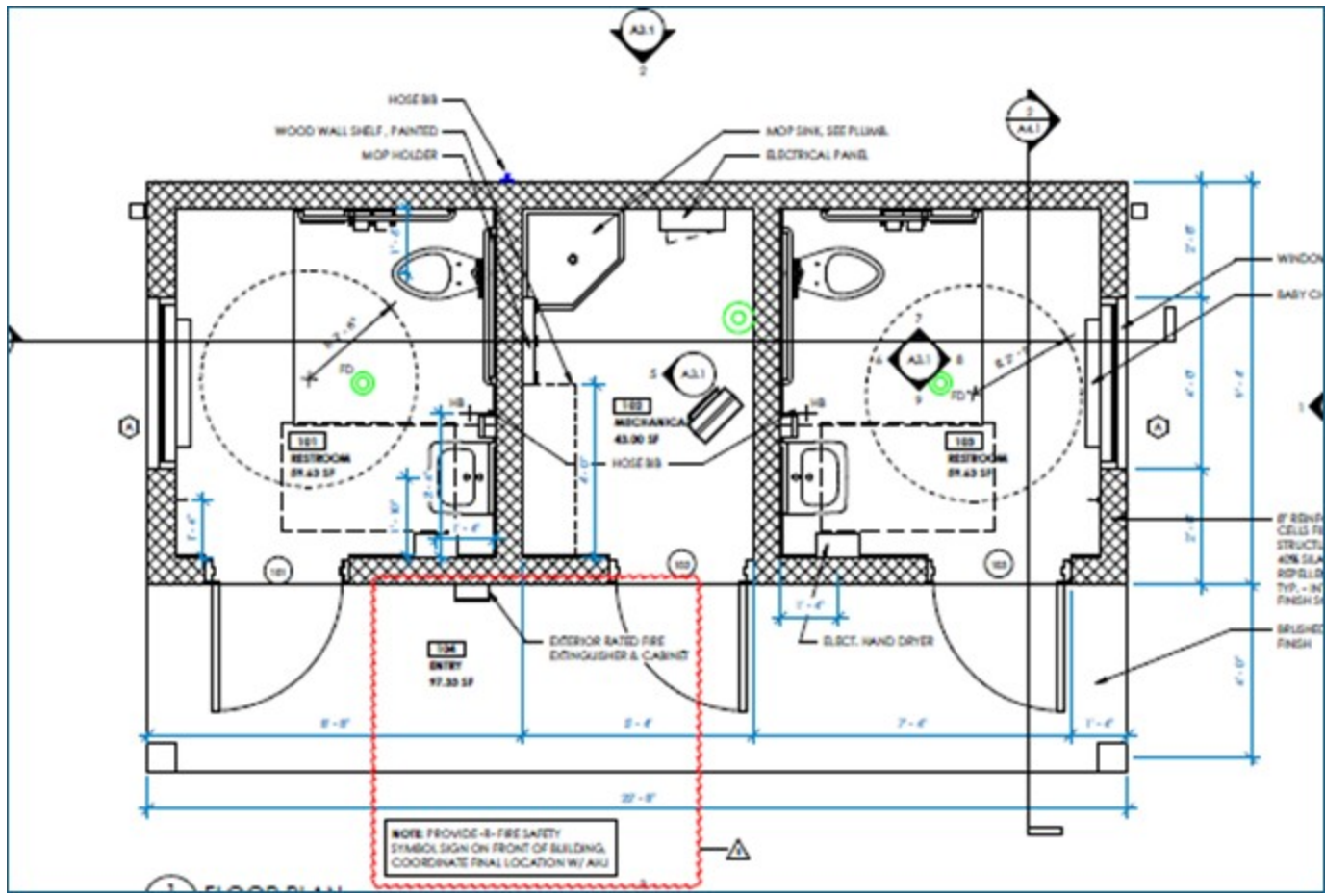
ELECTRIC: LOUIS (KNOX CITY UTILITY BOARD) 865-687-6382
 WATER: FUD (FIRST UTILITY DISTRICT) 865-688-0111
 SEWER: FUD (FIRST UTILITY DISTRICT) 865-688-0111
 GAS: KUB (KNOXVILLE UTILITY BOARD) 865-634-0911
 CABLE: TDS TELECOM 865-671-6662
 INTERNET: CHARTER COMMUNICATIONS 865-688-7862



CANOPY LAND DESIGN, LLC
 Dog Park at MCFEE
 917 MOORE ROAD
 FARRAGUT, TN 37934
 BID SET
 5







REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Approval of a Statement of Work (SOW) for Canon U.S.A., Inc., to perform document scanning services for wide format plans for an amount not to exceed \$30,000

Introduction & Background: In the current Community Development budget under Professional Services, \$30,000 has been allocated for scanning documents that are currently located in the Town Hall vault and at the Public Works facility.

Discussion & Recommendations: The documents to be scanned are wide format plans that will be formatted in Laserfiche to be included with other documents that were scanned in a previous scanning operation. These wide format plans would be difficult to be scanned in house and currently take up a substantial amount of space where they are located. The Town has an existing contract with Canon, and this would be a service that Canon is able to provide.

The scope of work will involve picking up the plans and scanning the plans up to the amount budgeted in the current fiscal year. This should result in most wide format plans being scanned. Any remaining unscanned plans will be returned to the Town. Since the amount exceeds \$25,000, this item is being presented to the Board for approval.

Included in the packet is a copy of the State of Tennessee Digital Imaging Contract, the Certificate of Liability Insurance, and the signed Statement of Work.

Account Number: 110-41700-2540

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$30,000	\$30,000	\$0	\$0

Approved By: Tessa Cortes

Recommended By: Mark Shipley, Community Development Director for approval.

Proposed Motion: To approve the SOW with Canon U.S.A., Inc. for document scanning services for an amount not to exceed \$30,000.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES,
CENTRAL PROCUREMENT OFFICE
AND
CANON SOLUTIONS AMERICA INC.**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Canon Solutions America Inc ("Contractor"), is for the provision of Digital Imaging Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: NY
Contractor Edison Registration ID # 0000160525

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

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

- a. "Aperture Card" is a keypunch card with a rectangular cut-out window with either one frame of 35mm or several frames of 16mm Microfilm are inserted into the window.
- b. "Alternative Workplace Solutions" or "AWS" is an initiative that creates a physical and cultural transformation using non-traditional workspaces to promote productivity, efficiency and flexibility across state government that improves the management of the state's real estate portfolio.
- c. "API" is Application Program Interface.
- d. "Backlog Scanning" is the process of scanning, indexing and storing a large accumulation of paper Source Media in preparation of an electronic document management system. Scanning for larger unique items or preservation which requires specialized preparation or use of a larger scanner (e.g. photographs, engineering documents, historical items, etc.) or both.
- e. "Best Capture" is appropriate bit depth, resolution, tonal dynamic range, color space, color mode, contrast and other settings to provide an image of Source Media.
"Chain of Custody" is a documented, chronological process or audit trail for tracking the transfer and control of Source Media and electronic information.
- f. "COM Microfiche" is computer output to Microfiche format.
- g. "CPO" is the State of Tennessee Central Procurement Office.
- i. "Digital Archive Writer" is the output method to convert digital images to Microfilm or Microfiche.
- j. "Digital Mail Scanning" is automation of incoming mail processes using document scanning and document capture technologies.
- k. "Disclosure" The Internal Revenue Code defines FTI disclosure as making known of return or return information to any person in any manner.
- k. "Electronic Records Policy" is the State of Tennessee Public Records Commission, Electronic Records Policy, available at <https://sos-prod.tnsosgovfiles.com/s3fs-public/document/ElectronicRecordsPolicy%202019%20final.pdf>
- l. "End User" is any user of the services provided under this Contract.
- m. "FIS" is the Federal Investigative Standards.
- o. "FTI" or Federal Tax Information that includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration ("SSA"), Federal Office of Child Support Enforcement ("OCSE"), Bureau of the Fiscal Service ("BFS"), or Centers for Medicare and Medicaid Services ("CMS"), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement.

- n. "General" are all other Digital Mail Scanning projects not identified as Time-Critical, including low to medium priority projects.
- o. "Image" is a single side of a page.
- r. "IRS Publication 1075" is the tax information security guidelines for federal, state, and local agencies detailing the security requirements for all agencies that receive, process, store, or transmit FTI. Requirements are derived from Internal Revenue Code, Section 6103, IRS policy and procedures, and the National Institute of Standards and Technology (NIST) Special Publication 800-53.
- p. "Jacketed Microfilm" is a fiche-sized acetate or polyester carrier that contains three to eight sleeves or channels into which strips or single images of either 16mm or 35mm roll Microfilm are inserted.
- q. "Microfiche" is a single sheet of film, usually 4"x6", containing microphotographs of Source Media.
- r. "Microfilm" is a length of film containing microphotographs of Source Media. Microfilm comes in widths of 16mm, 35mm, and 105mm. Usually, the 16mm width is used to film legal size or smaller Source Media, the 35mm width to film large Source Media, and the 105mm width to make Microfiche.
- s. "Microform" refers to the various formats in which Microfilm is created and used. Microforms are any forms, either films or paper, containing micro-reproductions of documents for transmission, storage, reading, and printing. Microform images are commonly reduced to about one twenty-fifth of the original document size. Four formats are: Microfilm (reels), Microfilm jackets, Aperture cards and Microfiche (flat sheets).
- t. "NAID" is the National Association for Information Destruction.
- u. "NAID Certification Program" establishes standards for secure destruction processes including areas in security, employee screening, operational destruction process and insurance.
- v. "NARA" is the U.S. National Archives and Records Administration. NARA Guidelines are found: <https://www.archives.gov/files/preservation/technical/guidelines.pdf>.
- w. "Needs Assessment and Analysis" or "NAA" is a documented process to determine the feasibility and justification for Digital Imaging Services for records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.
- x. "NIST" is the National Institute of Standards and Technology.
- y. "OCR" is optical character recognition, the mechanical or electronic conversion of images of typed, handwritten or printed text into machine-encoded text.
- z. "On-Site Services" are digital imaging services that are performed at the End User's location. End Users may request Contractor's equipment and Contractor's personnel for services.

- aa. "PII" is personally identifiable information as defined in Section E.7 of the Contract.
- ab. "Permanent Records" are those records which have permanent administrative, fiscal, historical or legal value.
- ac. "Records Disposition Authorization" or "RDA" is the official document utilized by an agency head to request authority for the disposition of records, see T.C.A. § 10-7-509. Please see Secretary of State website for Statewide RDA list: <https://sos.tn.gov/rmd/services/statewide-rda-list> for more information.
- ad. "RDA Contact" are State Agency personnel who are designated as the contact for an individual state agency regarding the agency's records disposition authorization.
- ae. "Secure Carrier Charge" is the cost to transport Source Media in a vehicle that shall remain locked and will not be left unattended at any point during transit.
- ae. "Security Policy" is the Tennessee Enterprise Information Security Policies, available at <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>
- af. "State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01."
- ag. "Statement of Work" or "SOW" is an End User's Digital Imaging Services request that fully describes the End User's requested services and objectives.

- ah. "STS" is Strategic Technology Solutions, Tennessee Department of Finance and Administration.
- ai. "Source Media" is any item presented for conversion to digital imaging including but not limited to a variety of sized paper, Microfilm, Microfiche, Aperture card and any special format items such as photographs, slides, x-rays, bound books, engineering drawings, plats, or other specialty items.
- aj. "Special Formats" is Source Media such as bound book, photos (both prints and negatives), newspapers, textual materials, manuscripts, maps, drawings, and other formats. Usually, this Source Media requires special handling or equipment due to age, fragility, size, etc.
- ak. "TIGTA" is the Treasury Inspector General for Tax Administration.
- al. Time-Critical - are Digital Mail Scanning projects which are identified by the End User as critical priority that require an expedited return deliverable due to End User's process or by statutorily required response times. Projects require API capabilities or an STS-approved alternative output method to ensure End Users can process incoming mail within Time-Critical deliverable timeframes. For instance, End User's project may require that mail picked up daily be returned to the End User by noon 12:00 p.m. that same day. This service must be offered in Nashville, TN.

A.3. Summary of Services.

- A.3.a. Through Contract(s) awarded from RFP# 32110-22404, End Users shall obtain Digital Imaging Services that include a Needs Assessment and Analysis ("NAA"), Project Implementation Plan, development of business rules, testing, RDA compliance for destruction of Source Media, shredding, use of barcoding for indexing autopopulation, output methods (e.g., SFTP, API, OwnCloud, State server, End User's database, FileNet, SharePoint, and STS approved alternatives), and file transfer integration using State approved methods.

Digital Imaging Services Category Groups:

- GROUP 1) (A) Time-Critical and (B) General - Digital Mail Scanning
- GROUP 2) Backlog Scanning
- GROUP 3) Microform Services

A.3.b. Description of Digital Imaging Category Groups.

- i. Group 1, Digital Mail Scanning includes Source Media preparation, batching, scanning to good clear representation of original, and quality check of incoming mail. Source Media will vary by End User's incoming mail needs but may include scanning the envelope, opening and scanning of the contents, and indexing various fields from forms.

- A. Group 1 (A) Time-critical are projects which are identified as critical priority that require an expedited return deliverable. Contractor must have a facility location capable of meeting Time-Critical or expedited deliverables across all counties in Tennessee, and specifically available in Nashville, TN.

Contractor must have API capabilities or an STS-approved alternative output method to ensure End Users can process incoming mail within Time-Critical deliverable timeframes.

- B. Group 1 (B) General are projects which are identified as low to medium Priority that require generally less time-sensitive return deliverable.

- ii. Group 2, Backlog Scanning includes Source Media scanning to good clear representation of original and quality check of Source Media. Backlog Scanning services may include use of flatbed scanners, scanning historical Source Media, and preservation services. Backlog Scanning may include such items as the following:

- 1) Formats < 8.5"x11" up to 11"x17";
- 2) Large formats > 11"x17"
- 3) Manual feed on flatbed scanner;

- 4) Photographs and photographic negatives or slides;
- 5) Manuscripts and bound items;
- 6) Historical items;
- 7) Engineering documents, plats, maps, drawings, etc.;
- 8) Deteriorated items to be placed in a plastic sleeve for scanning; and
- 9) Preservation of a variety of permanent records and other historical Source Media. The services must be tailored to End User's requirements because Source Media will have a different range of characteristics (e.g., age, size, condition).

iii. Group 3, Microform Services includes Source Media preparation, electronic conversion to good clear representation of original and quality check. Items shall include the following:

- 1) Microfilm (roll) 16mm or 35mm
- 2) Microfiche Jacket 16mm or 35mm
- 3) COM Microfiche
- 4) Aperture Card

A.3.c. Contract Exclusions

Any SOWs resulting from this Contract shall not include the purchasing of data processing and communications equipment (e.g., scanning equipment, digital computers, display devices, software, LAN and WAN networks), which, for example, may be employed in a Source Media imaging, retrieval, and storage system.

A.3.d. On-Site Services. Reserved (no bid).

A.4. Statement of Work (SOW), Project Quote Process, and Project Implementation Plan.

For each digital imaging project, the Contractor shall provide a Project Quote as defined in Section A.4.h. ("Project Quote") from a SOW that describes the services the End User is seeking. The SOW shall be developed and issued by the End User. SOW's signed off by the Department of General Service's Document Solutions as SWC 404 eligible shall be submitted to the category approved contractor for quote. Once the SOW and pricing are confirmed, End Users may create a Purchase Order for the services.

A.4.a. Contractor shall be pre-qualified for one or more Category Groups in accordance with the results of RFP# 32110-22404. The End User shall issue the SOW to the Contractor who is pre-qualified for that Category Group identified in the Contract. Contractors are awarded by group to the top best-evaluated Contractor. Contractors awarded in Group 1 (A) Time-Critical must have a service facility location capable of meeting Time-Critical or expedited deliverables across all counties in Tennessee using API capabilities or an STS-approved alternative output method that ensures End Users can process incoming mail within Time-Critical deliverable timeframes.

A.4.b. Any work submitted under the Contract must be directed through the Department of General Services, Document Solutions. In addition, the End User's RDA Contact must be contacted to identify the specific RDAs applicable to Source Media. Both Document Solutions and End User's RDA Contact must pre-approve all SOWs prior to issuance.

Pre-approvals shall be documented in the SOW; if Contractor receives a SOW with no indication of pre-approvals, Contractor shall contact the End User to obtain a revised SOW that includes evidence of pre-approvals before submitting a response to the SOW.

This Section A.4.b only applies to State Agencies. Other governmental bodies and entities, such as local governments, shall adhere to pre-approval requirements in accordance with their internal policies and procedures. These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- A.4.c. In the SOW, the End User will describe the project's requirements and the desired deliverables required to complete the project. Contractor will provide a detailed "Project Quote" from the SOW that describes how the Contractor will accomplish the project within the anticipated time frame and project costs as well as describe any limitations the Contractor may have.
- A.4.d. Contractor shall make task assignments and define and manage Contractor's personnel work schedules with the goal of accomplishing the End User's requirements in a timely fashion. Contractor agrees to bring to bear additional resources as necessary to accomplish the project within the timeframes stated in the SOW, at no additional cost to the End User.
- A.4.e. The End User will specify the location where the project work will be performed in the SOW.
- A.4.f. Standard State of Tennessee work schedules are based on a Monday through Friday thirty seven and one-half (37.5) hour work week, typically comprised of five (5) seven and one-half (7.5) hour workdays, between the hours of 8:00 a.m. CST and 4:30 p.m. CST, excluding State of Tennessee holidays. Much of the On-Site Services work performed under the Contract will occur during the standard State of Tennessee work schedule. However, at the End User's discretion and with pre-approval, some projects may require tasks to be performed on weekends, State of Tennessee holidays, and other non-standard hours Monday through Friday. The SOW will denote such non-standard work schedule tasks, when applicable.
- A.4.g. Statement of Work.
The SOW will include the following:
1. Category Group
 2. AWS project identifier
 3. Pre-approvals from Document Solutions and RDA Contact (State of Tennessee agencies only)
 4. Identification of FTI and proof of End User's IRS notification, if required
 4. Description of the project including all requirements that must be met
 5. Anticipated project begin and end dates
 6. Required deliverables
 7. A definition of file output (e.g., OCR PDF) and any known minimum metadata requirements
 8. Location(s) where project work will be performed, including the use of On-Site Services resources at the End User's discretion
 9. A description of hardware and software provided by the End User, if applicable
 10. A definition of any Project Quote sampling requirements, if applicable
 11. End User's internal state auditing procedures, if applicable
 12. Availability of End User's staff, if any, to assist with the project requirements
 13. Format and requirements for submission of the Project Quote; End Users should provide Contractor's with a Project Quote Template that clearly indicates SOW, required service line items and quantities requested for quote.
 14. SOW number to facilitate tracking
 15. SOW schedule, if applicable, including the written clarification deadline and Project Quote deadline
 16. Other information deemed necessary by the End User
- A.4.h. Project Quote.
Contractor will submit a Project Quote, which will include the following items:
- i. A description of Contractor's approach to meet the SOW requirements and provide the requested services, at the level of detail requested in the SOW.
 - ii. At no cost to the End User, a Needs Assessment that accomplishes the project within the End User's specified timeframe that details all tasks to be performed. This Needs Assessment shall include a complete Contractor staffing plan, showing Contractor's personnel certifications, identifying any subcontractors, background investigations/checks, signed non-disclosure agreement, if required, along with indications of any and all End User's personnel effort required to complete the project.

Contractor's personnel may be simultaneously engaged to perform services for other projects under the Contract; however, Contractor must provide adequate staff in accordance with A.4.c.

- iii. Any Contractor assumptions on which the Project Quote is based. These assumptions cannot conflict with or seek to delete the terms and provisions of the Contract. In the event of a conflict, the Contract will prevail. Contractor must not include its own terms and conditions as a part of the Project Quote.
- iv. Other information as required by the SOW.

A.4.i. Evaluation of Project Quote.

- i. After the Project Quote deadline, the End User will review the submitted Project Quote, comparing the quote to the SOW requirements.
- ii. End User may request written clarification of the Contractor's Project Quote during the review process.
- iii. For statewide contract management purposes, Contractor must forward all submitted Project Quotes to CPO Contract Administrator for review prior to creating a Purchase Order.
- iv. If the End User selects a Contractor other than the Contractor submitting the lowest cost then the End User must document the reason(s) the Contractor submitting the lowest cost was not selected. Such reason(s) may include, but are not limited to, failure to comply with one or more of the following:
 - (1) The Project Quote must be delivered by the Project Quote deadline specified in the SOW.
 - (2) The Project Quote must meet all requirements defined in the SOW.
 - (3) The Project Quote must not include any Contractor terms and conditions or seek to delete or alter the terms and provisions of the Contract.
 - (4) The total price and associated cost item(s) provided in the Project Quote must not exceed rates provided in Contract Section C.3, Payment Methodology.
- v. End User shall cancel the SOW if a Contractor cannot meet the SOW requirements or if no Project Quotes are received.

A.4.j. Purchase Order – General Instructions.

After the End User has selected the Contractor to perform the SOW, the End User will generate a Purchase Order binding the Contractor to the Project Quote pricing. Once a PO has been issued, the selected Contractor shall provide the services to accomplish the requirements detailed in the SOW.

A.4.k. Miscellaneous Policies and Procedures.

- 1. Contractor and its subcontractors are responsible for any parking costs.
- 2. Contractor and its subcontractors do not have access to the State of Tennessee health clinic.
- 3. Contractor and its subcontractors may not reserve or operate State of Tennessee vehicles.

A.4.l. Contractor's Non-Response to SOWs.

- 1. For all SOWs, the Contractor shall submit either a Project Quote, as defined in Contract Section A.4.h., or written justification that the Contractor is unable to submit a Project Quote. Written justification must state the reason for the non-submission.
- 2. If the Contractor fails to submit a Project Quote to two (2) consecutive SOWs within a single Category Group or four (4) consecutive SOWs across all pre-qualified Category Groups, without providing sufficient written justification for the non-submissions, the State,

at its sole discretion, may disqualify the Contractor from the Category Group or cancel the Contract. If the State determines there are legitimate reasons for non-submissions, the non-submission will not be considered as a failure to submit. A Project Quote is considered as a submission, regardless of whether the Project Quote is selected or not selected.

3. The State shall be the sole determinant as to whether the written justification provided for non-submission is sufficient and may request the Contractor to provide additional written justification.

A.4.m. Project Implementation Plan.

At the outset of each project, the End User and selected Contractor will create a Project Implementation Plan describing the exact processes for services. Upon issuance of a Purchase Order, Contractor must contact the End User within three (3) business days to set up the initial project kick-off meeting. The Project Implementation Plan must determine the service level agreements and business rules for each project which Contractor and End Users must follow before commencement of work and throughout the project's end. The Project Implementation Plan shall include the following:

1. Include required pre-approvals to use contract through Document Solutions and appropriate RDA Contact;
2. Project Implementation Plan form(s);
3. Project parameters;
4. Transport, receipt and delivery of Source Media;
5. Inventory tracking/Chain of Custody;
6. RDA process to clearly define and identify any federal, state and local statutes and policies which require specific Source Media retention be followed;
7. Define metadata requirements;
8. Define End User's internal state auditing procedures, if applicable;
9. Define business processes;
10. Defining special handling instructions for items to be returned (e.g.; original documents such as a birth certificates and driver's licenses, and checks)
11. Source Media Type Identification for batching capabilities;
12. Source Media Preparation;
13. Source Media Handling;
14. Source Media file name;
15. Indexing;
16. ICR/OCR/OMR;
17. Source Media Re-preparation;
18. Interfacing with End User's systems;
19. Records management;
20. Shredding parameters which includes written approval via email;
21. Source Media storage;
22. Source Media return method;
23. Product delivery report;
24. Escalation Policy and contact information;
25. Media storage.

A.5. Additional Contractor Requirements – All Categories

Contractor shall provide all labor, materials, tools, equipment and shredding required for the scanning, indexing, and imaging of Source Media.

- A.5.a. Contractor shall be responsible for the safekeeping of all Source Media upon receipt from the End User. Source Media is irreplaceable and must be safeguarded. Contractor shall store Source Media in a secure, dry location taking into consideration handling of fragile originals. Contractor must store Source Media at a minimum of three (3) inches above the ground and away from windows and steam or water pipes, must be guarded against direct light, and protected against water damage from possible broken water main, and protected against water damage from use of a sprinkler system, with protection from damage due to the environment or human error. Source Media may be stored in a standard size archive box with lid or container crate with lid. Storage

shall be in a locked location with minimal fluctuation in temperature and humidity, and include areas that are:

- a. Temperature maintained in the 65–72° range;
- b. Humidity maintained at 50-60% +/- 5%;
- c. Protected from fire by the installation of smoke detectors and fire extinguishers. Water sprinklers must not be utilized in Source Media storage areas;
- d. Free of vermin and insects;
- e. Far from water pipes; and,
- f. Not in a flood zone or other natural disaster area.

Specific to Microform Source Media, at all times (including transportation, storage and processing) Source Media shall be in an environment that maintains a temperature not less than forty-five (45) degrees and not more than sixty-five (65) degrees and with a humidity level that does not exceed forty (40) percent.

A.6. Contractor Account Manager. The Contractor shall assign, at its own expense, one or more Account Manager(s), to manage the services and deliverables specified in the Contract. Changes in Account Manager(s) must meet the minimum qualifications as outlined in RFP# 32110-22404. Contractor must provide notice of a change in Account Manager assignment to the CPO Contract Administrator within ten (10) business days outlining the reasoning for the change and proof of minimum qualifications. The Account Manager responsibilities shall include the following:

- a. coordinating meetings;
- b. coordinating with End User and developing the Project Implementation Plan and business rules that apply to each project and each Source Media type;
- c. providing End User with copies of Contractor's policy, procedure and operational manuals as required in the Contract;
- d. providing End User with proof of HIPAA/PII/FTI Compliance Training for all staff involved in scanning;
- e. coordinating with Contractor's technical personnel, STS, and the End User for Source Media output;
- f. monitoring the assignment of tasks to Contractor personnel;
- g. tracking and reporting performance and progress of each project;
- h. monitoring the quality of services delivered;
- i. addressing any compliance or personnel issues that arise;
- j. defining procedure for notification of unauthorized access to data whether actual or potential risk has occurred; and,
- k. coordinating invoicing procedures with the State in accordance with specific Agency procedures and invoicing specified within the Contract.

A.7. Meetings. Upon the State's request and upon reasonable notice, Contractor shall meet with appropriate State personnel, committees, boards and commissions to explain reports or to discuss any other matter in connection with the services being performed. At the sole discretion of the State, any such meetings may be held in person at the State's facilities in Nashville.

A.8. Sampling. Contractor shall test and perform quality assurance checks on a sampling of Source Media for each project before services are to be utilized under the Contract at no additional cost to the End User. Once the End User is satisfied with the quality of the scanning process, services can begin. From the sampling of Source Media, Contractor and End User must work together to apply the NARA Guidelines to assist in the development and determination of metadata categories and minimum metadata set applicable.

A.9. Pickup/Delivery. The Contractor or subcontractor is solely responsible for the transport of all Source Media in secure vehicles. Vehicles are to remain locked at all times during transit. At no time will any Source Media be left unattended during transit. If Source Media contains FTI, Contractor must meet IRS Publication 1075 requirements.

Specific to Microform Source Media, see Section A.5.a. for transportation temperature and humidity requirements.

See Section A.4.f. for standard State hours of operation. Contractor may request prior approval from the End User for after-hour services. In the event of any approval by the End User for after-hour services, Contractor may not invoice any additional charges. Contractor should obtain End User's hours of operation at the time of Purchase Order.

A.10. Source Media Retrieval/Special Handling.

- a. The State may request that certain Source Media in the Contractor's possession be made available for access within twenty-four (24) hours of End User's request. Contractor shall provide the State with personnel contact information to make a request for or to receive access to Source Media after business hours.
- b. Contractor shall accommodate State requests to return specified Source Media in a manner prescribed by the End User. If items are requested to be mailed back to the End User, Contractor may be reimbursed by the End User for actual postage cost.
- c. If Source Media is returned to the End User, all Source Media must be returned in the same condition and sequence as the original submission, unless otherwise specified by the End User.

A.11. Tracking and Inventory. Contractor must document chain of custody from the point of initial possession of the Source Media to return possession to the End User or through certification of destruction. Contractor shall inventory and acknowledge receipt of all items received as stated in the Project Implementation Plan. It is intended that the Contractor shall maintain an automated tracking system to allow for retrieval of any box or source media that is in process, through shredding or storage or both. Any discrepancies between the End User's inventory transmittal and the items received by the Contractor are to be resolved within ten (10) calendar days. If Source Media is identified as FTI, Contractor must meet IRS Publication 1075 requirements.

A.12. Digital Mail and Backlog Scanning (Additional) Requirements

- a. Source Media Preparation and Scanning. Contractor shall perform Source Media preparation as necessary to scan Source Media. The Project Implementation Plan may specify any combination and complexity of the following:
 - b. Contractor must provide special Source Media handling, which may include secure overnight storage (e.g., vault), expert care and handling, stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light exposure limits, etc., with protection from damage due to the elements or human error, as required by the End User.
 - c. Contractor must be able to scan mixed-sized Source Media (e.g., sticky notes, certified mail cards) and large formats, if applicable, without the use of automated document feeders or other mechanical handling methods unless those methods allow a straight paper path and a non-mechanical method of clearing jams. Source Media shall be placed into archival enclosures as needed to ensure that mechanical handling does not cause damage.
 - d. Prior to beginning any imaging project, Contractor and End User must evaluate the condition of Source Media and steps needed for preservation of the Source Media, particularly for Source Media created prior to 1900.
 - e. Source Media that has been stored in a rolled or tri-folded state are more fragile. Contractor must ensure Source Media is properly prepared before unfolding, flattening and scanning so as to keep them from cracking or tearing when flattened.
 - f. Contractor must use appropriate imaging methods, such as use of a face-up or planetary scanner, that will not damage any wax seals, paper seals, raised embossed seals, or other intended permanent items affixed to Source Media.
 - g. The Contractor, if approved by End User to do so, may remove any staples, paper clips, straight pins, grommets, and all other paper fasteners as well as unfold and flatten Source

Media as necessary for proper imaging, provided that such removal does not damage or weaken Source Media.

- h. Contractor must have processes in place to remove any Source Media that may be damaged by imaging from the imaging workflow and to notify and advise the End User regarding appropriate measures for handling and treatment of these items. End User must be given written notice of this process before the work begins.
- i. Contractor must be able to scan Source Media of non-standard weights (e.g., carbon paper, onionskin paper, card stock), including non-wood-based stocks (skins, vellums and parchments), and other Source Media for which the use of automated document feeders or other mechanical handling methods is not acceptable or appropriate.
- j. Contractor must provide Special Format services for Source Media including bound books, photographic prints, transparent media (both negatives and slides), newspapers, manuscripts, maps, architectural drawings, three-dimensional objects, and a variety of other fragile or friable Source Media. Such services will use appropriate equipment not limited to planetary cameras, camera-based reprographic systems, book cradles, dedicated book scanners, and other equipment not listed here or any combination of them.
- k. Contractor must be able to provide services for On-Site boxing and labeling of Source Media which includes electronic tracking capabilities such as barcoding.
- l. Contractor must have the capability to reassemble, if requested, Source Media to return it to the original state after scanning to include but not limited to re-stapling and re-paper clipping of Source Media.
- m. Contractor must have the capability to stamp Source Media (e.g. bates, date, etc.). Contractor must ensure integrity of the Source Media not to apply any image overlay on existing data. In instances of high volume where Source Media is scanned the following day, Contractor must have capability to date stamp the actual date of receipt of Source Media.D

A.13. Microform (Additional) Requirements

a. Conversion On Demand

Requests for Source Media in the possession of the Contractor may occur during the project.

- b. Conversion of specific Source Media should be completed in a timeframe agreed upon by the Contractor and the End User.
- c. Files converted on demand must follow End User's scanning parameters as outlined in the Project Implementation Plan.

A.13.a. Contractor must be able to perform Microform services to include Source Media preparation, electronic conversion to good clear representation of original, and quality check in the following formats:

- 1) Microfilm Roll Film 16mm or 35mm
- 2) Microfiche Jacket 16mm or 35mm
- 3) COM Microfiche
- 4) Aperture Card

A.14. Imaging Enhancement.

- a. Contractor must be able to perform image enhancement immediately after digital imaging.
- b. Contractor must be able to select appropriate bit depth, resolution, tonal dynamic range, color space, color mode, contrast and other settings to provide best capture from Source Media to electronic image.

c. Contractor must include within all Groups' services fee speckle removal, density compensation, image rotation and alignment, and skew correction.

A.15. End of Projects. The Contractor shall meet with the End User and review the Project Implementation Plan for completion and identify and resolve any outstanding issues.

A.16. Backup Requirements.

a. Contractor must digitally backup images during the scanning process.

b. After shredding occurs, the Contractor shall retain two (2) digital backups for twelve (12) months. Contractor must delete the digital backup and metadata according to security controls stated in the Security Policy, and conform to all applicable State and federal laws regarding information security. Contractor shall provide written and signed documentation upon destruction of the digital backup and metadata to the End User and CPO Contract Administrator.

c. Protection of Information. The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under the Contract. It is anticipated that this information will be gathered, created, and stored within the primary work location. If Contractor personnel must remove any information from the primary work area, they must protect it to the same extent they would their own proprietary data or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. The State will retain unrestricted rights to State data. The State also maintains the right to request full copies of the data at any time.

The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as PII. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The Contractor shall ensure that the facilities that house the network infrastructure are physically secure. The backup data must be available to the State upon request within one (1) business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The Contractor shall provide requested backup data at no additional cost to the State.

A.17. Scanning Quality and Production Requirements. Contractor shall complete the following actions, obligations and responsibilities:

- a. Contractor shall perform a final quality check after digital imaging has been completed that compares the final output to Source Media delivered to ensure that every image has been scanned according to the Project Implementation Plan and that no data is missing or lost. Contractor shall provide with each output delivery a report to the End User and the CPO Contract Administrator comparing the Source Media to the final output. Use of page count and single key quality check methods are not acceptable quality checks. A page by page quality check may be necessary to ensure accuracy.
- b. Contractor shall ensure all Source Media is preserved in a form identical to, or functionally equal to, the original record.
- c. Contractor shall ensure that each scanned image will have a unique file name as determined by the End User.
- d. Contractor shall index fields designated by End Users.
- e. Microform Indexing. The End User will collaborate with the Contractor to assign a level of difficulty to each converted image (low, moderate, or high indexing difficulty). However, the End User shall have the ultimate authority to decide the level of difficulty for each converted image. The following describes the different levels of difficulty:

(1) Low Difficulty Indexing. These images are considered low difficulty because the image quality is generally very good. The DCNs are consecutive throughout the film and in a consistent location.

(2) Moderate Difficulty Indexing. These images are considered medium difficulty because the DCNs are not consecutive, but the image quality is generally very good.

(3) High Difficulty Indexing. These images are considered high difficulty because the image quality is generally poor. There may be multiple DCNs or no DCNs on an image, and the DCNs are not consecutive.

- f. Contractor shall work with STS for access and integration of End User's database system, or other databases as upgrades are made.
 - g. Contractor shall scan Source Media in proper orientation without rotation when the Source Media is displayed.
 - h. Contractor shall use a dot per inch measurement that is a good clear representation of the original Source Media.
 - i. Contractor shall not scan blank images, unless specified by the End User.
 - j. Contractor shall immediately report to the End User any problem with Source Media that cannot be captured to meet the specifications as outlined in the Project Implementation Plan.
 - k. Contractor shall post-process digital images (cropping, de-skewing, de-speckling, image 25 rotation). Contractor shall have the capability to OCR Source Media that is scanned. OCR shall provide an accurate image into a searchable PDF format, or integration with downstream systems or both. If the OCR searchable PDF does not produce an exact duplicate of the original, a second image must be provided to the End User that duplicates the original at no additional cost to the End User.
 - l. Contractor shall have the capability to read and interpret barcodes.
 - m. Contractor shall perform a consistency check on all the images at no additional charge to the End User. This shall include image clarity, orientation, and accuracy.
 - n. Contractor shall perform an additional random quality check at the request of the End User (above the quality check included in scanning fees) on a random basis of ten (10) percent of all Source Media. Additional random quality checks must be performed by someone other than the individual who initially scanned and indexed the Source Media and include a quality check of Source Media against every process outlined in the Project Implementation Plan to include accuracy of indexing, handling exceptions, special procedures, etc. If more than one (1)% of the total number of images and associated metadata in a batch, based on the randomly selected sampling, are found to be defective for any reason, the entire batch should be re-inspected. Any specific errors found in the random sampling and any additional errors found in the re-inspection must be corrected at no cost to the End User. If less than one (1)% of the batch is found to be defective, then only the specific defective images and metadata that are found should be redone.
 - o. Corrections. The End User shall have the right to inspect all goods or services provided by Contractor under the Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. Contractor shall re-scan digital imaging errors, including deficiencies in image quality, consistency, or enhancement of any defective media within 48 hours of notification at no charge to the End User. Contractor shall be responsible for corrections up to six months from Output Media delivery, unless otherwise specified by the End User.
 - p. Contractor shall have the capability to use End User's SQL database files for autopopulating index fields.
 - q. The State may conduct site visits to review and audit Contractor performance and compliance with scope of services and contract terms and conditions.
- A.18. Output. Contractor must provide digital master or derivative images (or both) and index data to the End User in non-proprietary formats designed by the End User as outlined in the Project Implementation Plan. Output delivery through email or device mediums are not acceptable (e.g. encrypted email, flash drives, external drives or CD/DVDs). Acceptable output methods would be formats compatible with SQL databases, State repositories such as FileNet and SharePoint, SFTP file transfer, API, OwnCloud, Digital Archive Writer, STS approved alternatives, and

published State standards as updated. Contractor and End User may request an alternative output method through the CPO Contract Administrator for STS approval.

Specific to Group 1 (A) Time-Critical, Contractor must have a service facility location capable of meeting Time-Critical/expedited deliverables across all counties in TN using API capabilities or an STS-approved alternative output method that ensures End Users can process incoming mail within Time-Critical deliverable timeframes.

Contractor's output files must include Source Media scanned as an OCR text-searchable PDF, or integration with downstream systems or both; unless otherwise directed in the Project Implementation Plan. Contractor and End User must work together to ensure the End User's minimum metadata requirements have been met during sampling (See A.9. Sampling above).

Electronic Records should be stored in a file format that will ensure that the content of the Electronic Record is maintained for the required retention period as established by the RDA (See Electronic Records Policy, 3.1 File Format Determination Policy):

- a. Electronic records requiring retention from creation to three (3) years are recommended to be stored in low, medium or high confidence file formats.
- b. Electronic records requiring retention for at least three (3) years and up to five (5) years must be stored in either medium or high confidence level formats.
- c. Electronic records requiring retention for more than five (5) years must be stored in high confidence file format.

End Users may request digital file formats to be converted to archival Microfilm via a Digital Archive Writer. Contractor's output must include the film and processing and be compatible with State digital Microfilm readers. Formats include but are not limited to 16mm rolls, 35mm rolls, and Microfiche cards.

If indexing services are chosen by the End User, the Contractor shall return a file containing the metadata of the indexed information for items scanned at no additional cost to the End User. Contractor shall assign a unique key to these files to link to the images to the metadata file. Contractor and the End User must include metadata file instructions within the Project Implementation Plan.

- A.19. Temporary Labor. Upon request by End User, Contractor pursuant to the RFP process shall submit a list of credentials and background information regarding use of temporary staffing agencies that Contractor uses on a regular basis. Contractor must provide and keep temporary staffing agency information current with the CPO Contract Administrator to include process for vetting temporary staff, background investigations/checks, drug testing, etc. If Source Media contains FTI, Contractor must meet IRS Publication 1075 requirements. See 1075 Section 2.C.3. Background Investigation Minimum Requirements and A.37.7.i. of the Contract. Temporary labor shall complete a non-disclosure agreement.
- A.20. The sensitive nature of the information being converted dictates that all of the conversion process be performed in the Continental United States. No offshore processing or offshore use of labor is permitted. Offshore includes United States territories, embassies or military installations outside the Continental United States. Source Media may not be received, processed, stored, transmitted, or disposed of by information technology systems located offshore. Contractor shall not utilize subcontractors or third parties without the written permission of the CPO Contract Administrator. This shall also include the quality assurance process.
- A.21. Shredding/Destruction.
 - a. At the End User's written request, as outlined in the Project Implementation Plan, the Contractor is responsible for securely shredding Source Media after the specified storage period. The End User will specify the length of storage time needed for End User's quality assurance period before shredding can occur. Contractor must store Source Media at no charge to the End User for up to ninety (90) days from media output. Contractor may charge

for extended storage of Source Media if asked by End User to store Source Media longer than ninety (90) days.

- b. Contractor or the Contractor's subcontractor shall provide shredding services. In such instances where the State reserves the right to use a State shredding supplier as specified by the End User, shredding will not be included in the SOW or the resulting Purchase Order.
- c. End Users may choose to observe the destruction process to ensure security compliance.
- d. All shredding facilities used during the performance of the Contract shall be an AAA-certified member in good standing with NAID.
- e. All Source Media shall be destroyed according to IRS Publication 1075 Media Sanitization requirements.

Paper or printed media. Paper must be shredded using a cross-cut shredder to effect 5/16" wide or smaller strips.

Any deviations to the 5/16" requirement must be set at the industry standard (currently 1/2") and must be safeguarded until it reaches the stage where it is rendered unreadable through additional means, such as burning or pulping. Pulping of Source Media must be accomplished only after material has been shredded. To safeguard the Source Media that deviates from the 5/16" requirement, Contractor must obtain a second certificate of destruction maintaining the chain of custody from the shredding location to the burning or pulping location.

If Contractor or its subcontractors use IRS Publication 1075 specifications, then Contractor's annual NAID certification must include review of its shredding dimensions and compliance with IRS Publication 1075's additional means for burning or pulping.

Microfilm and Microfiche. Contractor and its subcontractors must destroy Microforms (Microfilm, Microfiche, or other reduced image photo negatives) by burning.

Note: The above listed specifications are the current dimensions for Source Media destruction requirements to meet the requirements under IRS Publication 1075. If at any point these specifications are updated by the IRS, it is the Contractor's responsibility to abide by the new specifications and notify the CPO Contract Administrator immediately. Any adjustment or modification to the above-listed specifications to meet IRS Publication 1075 requirements will not require an amendment.

- f. Contractor and subcontractors shall be solely responsible for shredding all Source Media and must maintain chain of custody at all times and during transit. At no time shall any Source Media be left unattended. All vehicles used for transfer or destruction of Source Media shall have lockable cabs and lockable, fully enclosed boxes. Once Source Media has been destroyed, Contractor shall provide the End User with a certificate of destruction that the Contractor signs, verifying what Source Media has been destroyed, the date of destruction and that the security of the Source Media was safeguarded through the entire process.
- g. Contractor and subcontractors shall maintain NAID certification throughout the entirety of the Contract. Contractor shall immediately notify the CPO Contract Administrator if Contractor or subcontractor fails to maintain NAID certification and if Contractor receives official notification loss of certification will occur if the Contractor does not comply with NAID requirements within 24 hours. Contractor and all approved subcontractors shall supply the State with copy of NAID certification when requested at no additional charge to the State.
- h. Contractor and subcontractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of licenses at no additional charge to the State.

- i. Contractor and subcontractors must acknowledge that they will be handling confidential information and must agree to maintain the confidentiality of the information. All records are to be disposed of as required in IRS Publication 1075 for Media Sanitization. Contractor must ensure that all shredded Source Media is not used for packing material or animal bedding. Hand tearing, recycling, or burying information in a landfill are unacceptable methods of disposal.

Contractor or subcontractor shall:

1. Ensure compliance with all state, federal or local laws, including without limitation HIPAA guidelines;
2. Ensure that there are appropriate safeguards to prevent use or disclosure of the information;
3. Immediately inform the End User, the CPO Contract Administrator, and the data security officer (See Section D.2. of the Contract) of any use or disclosure of information; and,
4. Ensure that all subcontractor and third-party entity (e.g. paper mills, trucking companies) employees are aware and prohibited from disclosing confidential information.

A.22. Workload Adjustments. Contractor must immediately contact the CPO Contract Administrator when staffing or ability to perform scope of services is hindered in any manner.

A.23. Purchase and Usage Reports. Contractor shall submit monthly and quarterly reports in Microsoft Excel format to the CPO Contract Administrator. Reports shall provide statistical data on all purchases made from the awarded contract. Reports must include the ability to sort/summarize by End User, End User subaccounts, item number, category, and services description. Contractor must provide all data requested in a flat file format as designated by the CPO Contract Administrator. This statistical data will be detailed and broken down by line item to include, but not limited to the following:

1. Contract number
2. SOW and Purchase Order Numbers
3. Identify End User and any identifiable ID for End User with multiple locations
4. Line Item Number
5. Service description and cost utilized for billing
6. Invoice date
7. Invoice number
8. Usage volume for invoicing period
9. Usage volume to date by End User and by location
10. Usage volume to date for all contract usage
11. Sub totals for each category above
12. Grand totals for each category above

Quarterly Reports: Contractor will submit quarterly reports to the CPO Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October – December is due no later than January 10th). At the State's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under the Contract by End User's business unit and locations. Contractor agrees to provide all data requested in a flat file format as designated by the CPO Contract Administrator.

Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software

available online at:

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

Custom Reports: Contractor shall provide mutually agreed upon custom/special reports, as requested periodically by the State, at no additional cost to the State. The State may request customer reports from time to time.

- A.24. Contractor's Personnel and Staffing. Contractor must warrant that all persons assigned to perform the services under the Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the Contract.
All persons assigned to perform the services under the Contract shall be qualified to perform services with all professional licenses and training required to perform the services. Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the services under the Contract and in accordance with the requirements set forth in RFP# 32110-22404.
- A.25. Contractor and subcontractors shall be required to follow an End User's internal state auditing procedures. For example, Department of Human Service's internal audit division requires additional annual training of staff to include watching the IRS disclosure awareness video, signing a training log, and signing an acknowledgement agreement.
- A.26. Industry Standards. The Contractor warrants that all aspects of the services provided by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- A.27. Access to Confidential Data. The Contractor's employees and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. All information received pursuant to the Contract is confidential and shall remain the property of the State at all times and Contractor shall:
- i. Provide to the State annually a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Must have policies of confidentiality that address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. Must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and,
 - iv. Provide adequate supervision and training to its employees and subcontractors to ensure compliance with the terms of the Contract.
- A.28. Some services performed for the State may require the Contractor to sign a nondisclosure agreement (see Attachment C). Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- a. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
 - b. If a nondisclosure agreement is required by the End User, Contractor must send signed non-disclosure agreements for all current employees and subcontractors within ten (10) days of the Effective Date of the Contract and for new employees at the time of hire.

- c. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor seeking records containing confidential information, the Contractor shall, to the extent legally allowable, promptly notify the State and cooperate with the State in any lawful effort to protect confidential information.
 - d. Reporting of Unauthorized Disclosure. The Contractor shall immediately notify the appropriate State identified contact, as listed in Section D.2. of the Contract or as listed within the Project Implementation Plan, within 24 hours or sooner, unless shorter time is required by applicable law of any unauthorized disclosure of confidential information.
 - e. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract and be followed per Tenn. Code Ann. 10-7-301(2).
- A.29. Encryption. All data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Contractor is responsible for encryption of the data. Contractor shall ensure drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data. The Contractor's data encryption solution must support 256-bit encryption or latest State policy or requirement. This provision also applies to the data-at-rest and data-in-transit protections provided as a part of the services provided, even if protection of data-at-rest or data-in-transit is implemented by external modules (rather than the solution itself). The CPO Contract Administrator will hold all encryption keys.
- A.30. Access to Security Logs and Reports. The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the End User. Reports shall include latency statistics, a comprehensive list of all attempts to access, successful or unsuccessful, the IP address associated with each attempt to access, successful or unsuccessful, the historical record detailing all attempts at access, successful or otherwise, listed by IP address and security logs for all State electronic or digital records or media created through or interacted with as part of the services provided hereunder related to the Contract.
- A.31. Separation of Duties. To reduce the risk of accidental change or unauthorized access to operational software and business data, there should be a separation of duties based on development, test, and operational facilities.

Confidential data shall not be copied into development or test ("dev-test") environments (including development environments and all forms of test environments, including unit, system, integration or user acceptance, as well as any variation thereof). Dev-test environments should not be directly connected to production environments, and there should be no intermingling of data between dev-test and production environments. Dev-test activities should as appropriate incorporate the test environment which emulates the production environment as closely as possible in order to mitigate unanticipated issues being introduced as a result of electronic code arising from dev-test activities being promoted into a production environment. The Contractor shall limit access to all State data information whether in hard copy or electronic ("data" is defined as factual information such as measurements or statistics used as a basis for reasoning, discussion, calculation and decision-making). The Contractor shall take all steps necessary to ensure that its employees are provided access to State data only and strictly to the extent that that access is necessary in order for the employee to carry out his or her duties as part of the Contractor's provision of services hereunder. The Contractor and its employees shall comply with all applicable federal and state laws, regulations and rules governing data privacy. The Contractor shall certify that all of its employees have as appropriate completed required training with respect to data privacy.

- A.32. System Interfaces. In the course of providing services hereunder, the Contractor will be required to electronically exchange data and information between State information systems, including software applications and databases, and third-party information systems including software and databases. The discovery phase of the design process must include evaluation of the existing interfaces and specify modifications, enhancements, or replacements to the interfaces which must be integrated into the system. The Contractor shall develop interfaces that feature

standardized data formats and characteristics as well as standardized methods of communication and data interchange where applicable. The Contractor must also provide data schema and mappings and a fully documented set of standard application interfaces to allow for future external data sharing.

The Contractor shall develop specification documentation for each interface incorporated into the State System. The Interface Specifications shall be non-proprietary and the property of the State. The State shall have full distribution rights to the interface specifications developed for the system. The system shall provide State staff the ability to select the method of interchange. Interfaces may be real time, batch or a combination of both.

The Contractor shall use encryption for all data transfers and must secure all APIs and Open Interfaces. Protocols and communication ports associated with specific interfaces shall be determined by the Contractor and approved by the State during design. The contractor must have real-time alerts and reporting to capture all API transactions.

- A.33. Security Audits. The State may conduct audits of Contractor's compliance with the Security Policy, including those obligations imposed by federal or State law, regulation or policy. The State's right to conduct security audits is independent of any other audit or monitoring required by the Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Security Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures. Contractor shall provide reports or additional information upon request of the State and access by the State or the State's designated staff to Contractor's facilities or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under the Contract or federal or State law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Security Policy or other requirements identified by this security audit and provide proof to the State thereof.

- A.34. Physical Security. All enterprise data processing facilities that process or store data shall have multiple layers of physical security. Each layer must be independent and separate of the preceding or following layers.

All facilities should have, at a minimum, a single security perimeter protecting it from unauthorized access, damage or interference. Secure areas should be protected by appropriate entry controls to restrict access only to authorized personnel. Procedures for working in secure areas should be created and implemented. Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises should be controlled, and if possible, isolated from information processing facilities. Equipment should be located in secured areas or protected to reduce the risks from environment threats and hazards, and to reduce the opportunities for unauthorized access. Secured cabinets or facilities should support further segregation based on role and responsibility. Contractor must ensure that unattended data processing equipment has appropriate protection.

Contractor shall perform an independent audit of its data centers at its expense, and provide a redacted version of the audit report on a yearly basis to the CPO Contract Administrator. Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

A.35. Security Certification, Accreditation, Audit. Contractor's processing facility must be certified as FedRAMP, ISO27001, or SOC-2 Type 2, and Contractor must maintain and provide proof of a valid certification on an annual basis to the CPO Contract Administrator.

A.36. Security.

- 1) Contractor must only connect imaging equipment to the Internet for specified media output to the End User, unless otherwise specified by End User.
- 2) All End User's data that has been, or will be, provided to Contractor or subcontractor is solely for use in connection with providing the services under the Contract. Re-use of any data in any form is not permitted. Contractor agrees that it will not access, use or disclose End User's data for any purpose not necessary for the performance of its duties under the Contract. Without the End User's approval, neither Contractor or subcontractor shall: (i) use data other than in connection with providing the contract services; (ii) disclose, sell, assign, lease, or otherwise provide data to third parties, including any local, state, or federal legislative body; (iii) commercially exploit the data or allow the data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of End User's customers.
- 3) Contractor shall provide safeguards against theft, loss, and damage of Source Media. No unauthorized reproduction or duplication of any media produced by the Contractor is permissible.
- 4) Federal Tax Information (FTI). If Source Media is identified as FTI:
 - a) Contractor must be compliant with IRS Publication 1075 as described in Attachment B of the Contract, Federally mandated requirements for general service contracts and technology services contracts with access to federal tax return information. Contractor's proof of compliance must be provided annually to the CPO Contract Administrator.
 - b) Contractors who receive, transmit, process and store FTI on behalf of End Users are subject to IRS review and testing (See 1075 et. al. and Section 5.4.3. Review and Availability of Contractor Facilities). If Contractor receives FTI information, Contractor must verify End User's IRS notification has occurred before acceptance of Source Media (See A.4.f. Statement of Work of this Contract).
 - c) Specific to FTI security, upon discovery of a possible improper inspection or disclosure of FTI, including breaches and security incidents, the Contractor must comply with the conveyance instructions detailed in Section D.2 herein. With respect to such an incident and/or breach, the Contractor must provide the required notice to the State Chief Information Security Officer and the State Data Privacy Officer immediately, but no later than 24 hours after identification of disclosure involving FTI. End User must contact the Treasury Inspector General for Tax Administration (TIGTA)'s Atlanta field division immediately, but no later than 24 hours after identification of a possible issue involving FTI by calling 470-639-3792, or as amended.
 - d) Contractor's inventory records of electronic media must be maintained and reviewed semi-annually for control and accountability by End User's agency (See 1075, Section 4.5 Physical Security of Computers, Electronic, and Removable Media and Section 3.0 Recordkeeping Requirement for additional information).
 - e) Contractor and Contractor's employees with access to or who use FTI Source Media must meet the background investigation/check requirements defined in 1075 Section 5.1.1 Background Investigation Minimum Requirements.
 - f) Shredding.
 1. Contractor must verify that the sanitization and disposal process of Source Media

- maintains confidentiality. A representative sampling of Source Media must be tested for proper sanitization to assure that proper protection is maintained.
2. Destruction must be witnessed by an End User's agency employee, unless the agency falls under the stated exemptions listed in IRS Publication 1075.
- 5) Contractor shall sanitize scanning devices in accordance with IRS Publication 1075 requirements (see NIST PUB 800-88 Revision 1): 1) before work may begin and 2) at the time services are completed for each project. Confirmation of sanitization must be provided to via email communication to CPO Contract Administrator within three (3) business days of completion of the sanitization process.
 - 6) Contractor shall engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect the State's data. Contractor must perform such continuous process improvement and to upgrade its security protection during the term of the Contract.
 - 7) Security methods that Contractor must include, but is not limited to, the following:
 - i) Conducting annual criminal background checks of all employees of Contractor equivalent to a ten (10) year felony background check before they are assigned to perform services under the Contract. Contractor must send updates to the CPO Contract Administrator for all staff annually and for new employees at the time of hire. End Users may have federal or statutory requirements in addition to the requirement above, such as Criminal Justice or FTI Source Media, which are subject to a FIS Tier 2 standard background investigation. See <https://www.irs.gov/uac/safeguards-program> website: Office hours notes: "Background investigation requirements" PDF.
 - ii) Contractor must require Contractor's personnel to notify Contractor of any arrest (to include the date of arrest, arresting entity, and charges) no later than the end of the first business day following an arrest. Within one business day of such notification, the Contractor in turn shall notify the CPO Contract Administrator of such arrest. Contractor must also require the individual who has been arrested to provide an official offense report to the Contractor as soon as possible but no later than 30 calendar days from the date of the arrest. Within one business day of receipt, the Contractor in turn shall provide the State with a copy of such offense report.
 - iii) Contractor must have a written security protocol which is updated at a minimum of yearly.
 - iv) Building security must include the use of cameras, high fences, separate key card access to scanning area, use of data firewalls, and other security methods as stated in the Security Policy. No cell phone or any type of recording devices may be allowed within the scanning areas or storage areas.
 - v) Contractor shall comply with all applicable laws and regulations regarding Source Media which contain HIPAA, PII information in meeting its obligations.
- A.37. FTI Disclosure Restriction. Disclosure of FTI is prohibited unless authorized by statute. Projects containing FTI shall be identified by Authorized Users during the SOW phase and shall be submitted for review and approval by the IRS in accordance with the IRS Publication 1075 requirements. There shall be no sharing of FTI unless a SOW project is first reviewed and approved by IRS as meeting 1075 requirements. For additional requirements on contracts, see Exhibit 6, Contractor 45-Day Notification Procedures of IRS Publication 1075.
- A.38. Disaster Recovery/Continuity of Operations Plan. Contractor acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Such plan shall be made available to the CPO Contract Administrator annually.
- A.39. Security Incident and Data Breach. Contractor shall inform the CPO Contract Administrator of any security incident or data breach. Contractor may need to communicate with outside parties

regarding a security incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually directed, defined by law or contained in the Contract. Discussing security incidents with the State must be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as directed by the State, defined by law or contained in the Contract.

Contractor shall report any security incident to the appropriate State identified contact immediately. If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, Contractor shall:

- a. Promptly notify the appropriate State identified contact, as listed in Section D.2. of the Contract or as listed within the Project Implementation Plan, within 24 hours or sooner, unless shorter time is required by applicable law;
- b. When providing notice of a security incident or data breach, the Contractor must comply with the conveyance instructions detailed in Section D.2 herein. With respect to such an incident or breach, the Contractor must provide the required notice to the State Chief Information Security Officer and the State Data Privacy Officer only, and no other individual on the list. Any further communication with End User regarding Disclosure shall be the responsibility of the State.
- c. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner;
- d. Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach;
- e. Promptly implement necessary remedial measures, if necessary; and,
- f. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt personal data or otherwise prevent its release, Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

- A.40. Service Locations. For all groups, Contractor must be able to provide services to all Tennessee counties.

Specific to Group 1 (A) Time-critical, Digital Mail Scanning, Contractor must have a service facility location capable of meeting Time-Critical/expedited deliverables across all counties in Tennessee using API capabilities or an STS-approved alternative output method that ensures End Users can process incoming mail within Time-Critical deliverable timeframes.

- A.41. Transition Cooperation and Cooperation with other Contractors. Upon expiration or termination of the Contract, Contractor shall provide detailed procedures to enable the Contract to transition to the State or management by a third party at no additional cost to the State. Contractor shall work with the State under the State's management supervision for a period of sixty (60) days, prior to the expiration or termination of the Contract, to ensure the orderly transfer and efficient transition from current Contractor to the State or management by a third party. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the services for the State and shall transfer any and all records, files and logs to the State regarding work performed for the State during the Contract period. Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor must

cooperate fully with such other contractors. Contractor shall not commit any act which will interfere with the performance of work by any other contractor.

- A.42. Escalation Policy. Contractor and End User must establish a contact list and escalation policy which designates staff, responsibility roles, and their level of escalating contact in order from highest to lowest. Each individual is to report problems to the next level within 24 hours of notification. The contact list may also include information for support departments such as technical services, service calls, supplier payments, billing and invoices, etc.
- A.43. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

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

- A.44. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on October 15, 2023 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be eighteen-million (\$18,385,000.00) (“Estimated Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred and sixty-five (365) days (“Firm Price Period”).
 - a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor’s costs.

 - b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor’s cost; not constitute an increase in profit; and apply to all of the Contractor’s customers.

 - c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor’s request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor’s request. If approved, any price changes of less than seven percent (7%) will become effective upon the State’s approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

 - b. Contractor must either charge an hourly rate or a per image rate. For example, Contractor cannot charge an hourly rate and a per image rate for the same Source Media.

 - c. The Contractor shall be compensated based upon the following payment methodology:

GROUP 3 – MICROFORM SERVICES

Activity	Item Description	Unit of Measure (UOM)	Not to Exceed Price
	Microfilm (roll) 16mm	per image	\$0.026

Microform Services: includes Source Media electronic conversion to good clear representation of the original and quality check	Microfilm (roll) Film 35mm	per image	\$0.038
	Microfiche Jacket 16mm	per image	\$0.038
	Microfiche Jacket 35mm	per image	\$0.057
	COM Microfiche	per image	\$0.026
	Aperture Card	per card	\$5.10
Microform Conversion on Demand	Retrieval of Source Media in Contractor's care or special return instruction items - per image	per image	\$0.00
Pickup/Delivery	Vehicle charge per round trip (1st 20 miles are included)	per trip	\$0.00
	Vehicle charge per mile over 20 miles round trip	per mile	\$0.96
	Secure carrier charge for each box in shipment	per banker's box	\$0.00
Setup	Project Setup, verification of project specifications and Project Implementation Plan	one-time set up fee per project	\$0.00
Preparation	Source Media Prep (boxing and labeling) on-site boxing of Source Media	per hour	\$31.88
Output Source Media	Conversions per image (TIFF, PDF, JPEG, GIF) - Output to secure electronic data exchange: SFTP, API, OwnCloud, State server, End User's database, FileNet, SharePoint, STS approved alternatives	per image	\$0.00
	Optical Character Recognition (OCR) Image to Text Conversion (Tiff to PDF Image + Text Conversion) searchable PDF - Output to secure electronic data exchange: SFTP, API, OwnCloud, State server, End User's database, FileNet, SharePoint	per image	\$0.00
Storage	Extended Storage of Source Media (only to be charged 90 days after quality checks have occurred by the End User)	per box per month	\$77.00

Stamping	Stamping (Bates, Date, etc.)	per image	\$0.013
Backup Data	Backup of Electronic Data	per image	\$0.00
Indexing	Low Difficulty Indexing/Data Entry - considered low difficulty because the image quality is generally very good, the DCNs are consecutive throughout the film and in a consistent location. (Limit of 12 index fields and 100 keystrokes per field).	per image	\$0.015
	Moderate Difficulty Indexing/Data Entry - considered medium difficulty because the DCNs may not be consecutive, but the image quality is generally very good. (Limit of 12 index fields and 100 keystrokes per field).	per image	\$0.031
	High Difficulty Indexing/Data Entry - considered high difficulty because the image quality is generally poor, may be multiple DCNs or no DCNs on an image, and the DCNs are not consecutive. (Limit of 12 index fields and 100 keystrokes per field).	per image	\$0.077
Shredding/Destruction	Secure Source Media Destruction (Shredding) with certificate - per cubic foot	per cubic foot	\$0.00
	Secure Source Media Destruction (Shredding) with certificate - non-paper (e.g., microfiche, microfilm, etc.) per banker's box	per pound	\$0.00
Additional Quality Check	Additional Quality Check (random check above the quality check included in scanning fees) – 10 percent of Source Media is randomly checked	per image	\$0.013
Personnel	Programming Support - per hour	per hour	\$121.00

	Technical Support - per hour	per hour	\$121.00
	System Interface Upgrade Support - per hour	per hour	\$121.00

C.4. Rebate.

Contractor shall pay to the State a Volume Incentive rebate on all services purchased against the State of Tennessee Statewide Contract (SWC 404 Digital Imaging Services). The rebate will be determined quarterly from the Effective Date of the contract identified in Section B.1. and will be based on the total accumulative volume of spend for Digital Imaging Services set forth in the rebate tier structure below for the duration of the Contract Term, including any renewals or extensions.

Spend Range				Volume Percentage
\$ 500,000.00	to	\$ 999,999.00	provides	5%
\$ 1,000,000.00	to	\$ 1,000,000.00	provides	10%

The rebate will be paid by the Contractor within forty-five (45) days after the end of the quarter as set below:

- Calendar Quarter 1 (Jan 1-Mar 31)
- Calendar Quarter 2 (Apr 1-June 30)
- Calendar Quarter 3 (July 1-Sep 30)
- Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:

Ron Plumb, Director of Financial Management
 Department of General Services
 22nd Floor, William R Snodgrass, Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

All reports shall be submitted via email to the CPO Contract Administrator:

Sondra Parks
 Sondra.Parks@tn.gov

C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.6. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address as defined on the Purchase Order

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: State Agency & Division Name as defined on the Purchase Order;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Purchase Order Number being invoiced
 - ii. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - iii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iv. Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
 - v. Amount Due by Service
 - vi. Total Amount Due for the invoice period
 - vii. See A.23. Purchase and Usage Reports for additional requirements
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.6.

C.7. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.8. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.10. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

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

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

CPO Contract Administrator:
Sondra Parks, Category Specialist
Department of General Services, Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave, Nashville, TN 37243
Email Address: Sondra.Parks@tn.gov
Telephone # 615-532-6357
FAX # 615-741-0684

RDA Director:
Kevin F. Callaghan, Director
Records Management Division
Office of Tennessee Secretary of State
Tre Hargett
312 Rosa L. Parks Avenue, 8th Floor
William R. Snodgrass Tower
Nashville, TN 37243
Email Address Kevin.Callaghan@tn.gov

Telephone # 615-253-4566

Document Solutions:

Tammy Golden, Assistant Commissioner
Communication, Publishing & Distribution
Andrew Jackson Building, B-8
500 Deaderick St.
Nashville, TN 37243
Telephone p. 615-741-4199 c. 615-516-2435
Email: Tammy.Golden@tn.gov

Data Privacy/Security Officer:

Curtis Clan CISSP, Chief Information Security Officer
Department of Finance and Administration, STS
901 5th Ave North, Nashville, TN 37243
p. 615-741-9109 c. 615-626-1268
Email: curtis.clan@tn.gov

Peter Gallinari, Data Privacy Officer
Department of Finance and Administration, STS
901 5th Ave North, Nashville, TN 37243
Telephone: 615-253-8563
Email: Peter.Gallinari@tn.gov

The Contractor:

Bruce Black, Sales Manager
Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747
rblack@csa.canon.com
Telephone # 865-371-7168
FAX #

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall

the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to

perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.

Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of

responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers,

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

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, D, and E.
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. 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 Contract. The Contractor 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.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and

endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- or VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

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

c. Automobile Liability Insurance

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

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s Response to RFP #32110-22404 (*pro forma* Attachment F) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor’s performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor’s Office of Diversity Business Enterprise in the TN Diversity Software available online at:
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor’s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.5. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.6. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a “Partial Takeover”). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State’s exercise of a Partial Takeover shall not alter the Contractor’s other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State’s exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State’s exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its

employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.8. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.9. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.10. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.11. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.12. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.13. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.14 Contractor Hosted Services Confidential Data, Audit, and Other Requirements.
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor. Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.
 - (4) If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.
 - (5) No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
 - (6) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the

Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (7) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: twenty-four (24) hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: twenty-four (24) hours.
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.15. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.16. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.17. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all State Agencies.

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

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

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

E.18. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.19. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all 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.

- E.20. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor 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 [insert federal awarding agency] and the Region 4 Office of the Environmental Protection Agency.
- E.21. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor'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 subawards); 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 subawards); 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities 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 Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

E.22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If

applicable and as required by 2 CFR 200.216, Contractor 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.

IN WITNESS WHEREOF,

CANON SOLUTIONS AMERICA INC:

DocuSigned by:
Peter Kowalczyk
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10/02/2023 | 2:47 PM PDT

CONTRACTOR SIGNATURE

DATE

Peter Kowalczyk President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

10/4/2023

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	SWC 404 DIGITAL IMAGING SERVICES
CONTRACTOR LEGAL ENTITY NAME:	Canon Solutions America, Inc
EDISON VENDOR IDENTIFICATION NUMBER:	0000160525

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

DocuSigned by:

Peter Kowalczyk

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CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Peter Kowalczyk President

PRINTED NAME AND TITLE OF SIGNATORY

10/02/2023 | 2:47 PM PDT

DATE OF ATTESTATION

ATTACHMENT B**I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor.
- (2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Contractor will certify that FTI processed during the performance of this Contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this Contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this Contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this

Contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the agency under this Contract.

- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the agency under this Contract.
- (12) For purposes of this Contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the Contract if the Contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.



State of Tennessee

Nondisclosure Agreement (“Agreement”). By signature below you certify legal capacity to bind _____ [the name of the entity], together with its affiliates, assigns, officers, directors, and employees, hereinafter referred to as “Company,” to the terms of this Agreement.

1. Definitions.

a. “Confidential Information” shall mean information that would allow a person to obtain unauthorized access to confidential information or to Government Property. Confidential Information shall include:

- (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property;
- (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and
- (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.
- (D) The identity of a vendor that provides goods and services to the state that are used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information.

b. “Government property” shall mean electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity.

2. Confidential Information shall not be disclosed to any third party, regardless of whether it has been disclosed or made available to Company due to intentional or negligent actions or inactions of agents of the State or other third parties. Confidential Information shall not be disclosed except as required under state or federal law.

3. Nothing in this Agreement shall permit Company to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Company due to intentional or negligent actions or inactions of agents of the State or third parties.

Confidential Information shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Company shall promptly notify the State and provide a reasonable opportunity to oppose any disclosure requirements under state or federal law. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. Company shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

4. The Company shall safeguard and hold in strict confidence such Confidential Information and prevent disclosure thereof to third parties, without the written consent of the State. The Company shall further restrict disclosure of such Confidential Information to only those employees who have a need to know and who have executed a nondisclosure agreement substantially similar to this Agreement.
5. Confidential Information delivered by the State to the Company shall be for the purpose of exploration of business opportunities involving the State and Company. No other use of the Confidential Information is granted without the written consent of the State. In the event the State gives its approval for the Company to disclose Confidential Information to a third party, the Company shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement with terms at least as protective as those contained in this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.
6. This Agreement shall not be construed as teaming, joint venture or other such arrangement; rather, the parties agree that this Agreement is for the purpose of protecting Confidential Information only.

COMPANY NAME

SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

ATTACHMENT C



SOLICITATION NOTICE

March 20, 2023

Service Providers:

The State of Tennessee is issuing a solicitation to provide Digital Imaging Services to the State. Please note the following solicitation highlights:

SOLICITATION ID #	RFP #32110-22404
Scope of Goods or Service	Digital Imaging Services
Procuring State Agency	Department of General Services, Central Procurement Office
Response Deadline	May 15, 2023, at 2:00pm CST
Solicitation Coordinator Contact Information	Sondra Parks Category Specialist Central Procurement Office Tennessee Tower, 3rd Floor 312 Rosa L. Parks Ave., Nashville, TN 37243 615-532-6357 sondra.parks@tn.gov

This solicitation is unique in that it has been identified by the Department of Finance and Administration, Strategic Technology Solutions as containing information that is confidential under Tenn. Code Ann. § 10-7504(i). Therefore, a non-disclosure agreement must be signed before the solicitation details may be disclosed by the State.

If you are interested in responding to this solicitation, please complete the attached non-disclosure agreement and return it to the Solicitation Coordinator. The above solicitation includes a document on [“How to Register to do Business with the State of Tennessee.”](#) Please note that it can take approximately 10-14 days to become registered. We appreciate your interest in doing business with the State of Tennessee and hope that you will consider responding to this solicitation.

**THE STATE OF TENNESSEE
NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement for **RFP #32110-22404** (hereinafter referred to as the "Agreement") is effective upon signature by the **Canon Solutions America, Inc.** (Supplier having its principal place of business at **One Canon Park, Melville, NY 11747 ("Supplier")**). The Supplier agrees as follows:

1. Materials, records, notes, logs, diagrams, drawings and any other information or records, regardless of form, medium or method of communication, provided to the Supplier by the State or acquired by the Supplier on behalf of the State, as well as all information derived or resulting from merges, matches, or other uses of the information shall be regarded as Confidential State Data. Confidential State Data shall also include, but shall not be limited to:

- (i) electronic information processing systems, telecommunications systems, or other communications systems of the State (collectively, "Government Property");
- (ii) plans, security codes, passwords, combinations, or computer programs used to protect electronic information and Government Property;
- (iii) information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity;
- (iv) information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or Government Property; and
- (v) the identity of another Supplier providing goods and services to the State that are used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or information related any person or entity.

2. The Supplier shall safeguard and hold in strict confidence all Confidential State Data and shall not disclose the Confidential State Data to third parties without the written consent of the State. The Supplier shall further restrict disclosure of Confidential State Data to only those employees who have a need to know and who have executed a nondisclosure agreement to protect the Confidential State Data with terms equivalent to this Agreement.

3. Nothing in this Agreement shall permit the Supplier to disclose any Confidential State Data, regardless of whether it has been disclosed or made available to the Supplier due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential State Data shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Supplier shall promptly notify and provide to the State a reasonable opportunity to oppose any disclosure required under state or federal law.

4. The Supplier acknowledges that Confidential State Data delivered by the State to the Supplier shall be for the purpose of exploration of business opportunities involving the State and the Supplier. No other use of the Confidential State Data is granted without the written consent of the State. In the event the State gives its approval for the Supplier to disclose Confidential State Data to a third party, the Supplier shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure

agreement to protect Confidential State Data with terms as least as protective as those contained this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.

5. All obligations set forth under this Agreement shall survive any termination of this Agreement. Upon termination, the Supplier shall promptly destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology Special Publication 800-88.

6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential State Data only.

7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

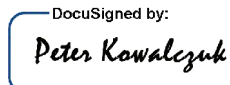
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Supplier acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

9. Nothing in this Agreement shall be construed to convey to Supplier any right, title or interest or copyright in the Confidential State Data, or any license to use, sell, exploit, copy or further develop the Confidential State Data.

10. This Agreement is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Agreement may only be modified by a written amendment signed by the Supplier and approved by all applicable State officials.

IN WITNESS WHEREOF, this Agreement has been executed by the Supplier and is effective as of the date signed below:

Canon Solutions America, Inc.

By: 
 Name: Peter Kowalczyk
 Title: President
 Date: 04/05/2023 | 8:45 AM PDT

Certificate Of Completion

Envelope Id: 6E701B9FF4044387B6FA97BE1E92591D	Status: Completed
Subject: Complete with DocuSign: TN Dept of General Services Solitation Notice FINAL (04.05.23).pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Canon Solutions America, Document Review
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1 Canon Park
	Melville, NY 11747-3036
	csa_docreview@csa.canon.com
	IP Address: 146.184.0.84


Record Tracking

Status: Original	Holder: Canon Solutions America, Document	Location: DocuSign
4/5/2023 10:52:22 AM	Review	
	csa_docreview@csa.canon.com	

Signer Events

Peter Kowalczyk
 pkowalczyk@csa.canon.com
 President
 Canon Solutions America, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 146.184.0.84

Timestamp

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 Viewed: 4/5/2023 11:45:06 AM
 Signed: 4/5/2023 11:45:11 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bruce Black
 rblack@csa.canon.com
 Security Level: Email, Account Authentication (None)

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Sent: 4/5/2023 11:04:26 AM
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Electronic Record and Signature Disclosure:
 Accepted: 3/14/2023 12:22:08 PM
 ID: 285b46f8-94d7-4e0d-b6b0-51268b1060af

Canon Solutions America, Document Review
 csa_docreview@csa.canon.com
 Security Level: Email, Account Authentication (None)

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Sent: 4/5/2023 11:04:26 AM
 Resent: 4/5/2023 11:45:13 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Pamela Renee Marino pmarino@csa.canon.com Assistant, Executive CSA Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/5/2023 11:04:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/5/2023 11:45:11 AM
Completed	Security Checked	4/5/2023 11:45:11 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Canon Solutions America, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Canon Solutions America, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: msinanian@csa.canon.com

To advise Canon Solutions America, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at msinanian@csa.canon.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Canon Solutions America, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Canon Solutions America, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canon Solutions America, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canon Solutions America, Inc. during the course of my relationship with you.

ATTACHMENT D

**HIPAA BUSINESS ASSOCIATE AGREEMENT
COMPLIANCE WITH PRIVACY AND SECURITY RULES**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of General Services, Central Procurement Office** (hereinafter "Covered Entity") and **CANON SOLUTIONS AMERICA INC** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:

LIST OF CONTRACTS AFFECTED BY HIPAA REQUIREMENTS OR NOT APPLICABLE

Contract Name:

Execution Date:

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE
AND
CANON SOLUTIONS AMERICA, INC**

October 15, 2023

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

- 1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

- 1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.
- 1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as

if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

- 2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.
- 2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.
- 2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.
 - 2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.
 - 2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.
 - 2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.
- 2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.
- 2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.

- 2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.
- 2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].
- 2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
 - 2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
 - 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
 - 2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity
- 2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.
- 3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

State of Tennessee, Department of General Services
Sondra Parks, Contract Administrator
Tennessee Towers, 3rd Floor
Nashville, TN 37243
Telephone: **615-532-6357**
Fax: **615-741-0684**

- 3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Canon Solutions America, Inc. _____
One Canon Park _____
Melville, NY 11747 _____

Attn: SVP, Legal Division_____

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).
- 4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.
- 4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.
- 4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.

- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the

conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.
- 8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- 8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:
**STATE OF TENNESSEE, DEPARTMENT OF
GENERAL SERVICES**
Sondra Parks, Contract Administrator
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave
Nashville, TN 37243
Telephone: **615-532-6357**
Fax: **615-741-0684**

BUSINESS ASSOCIATE:
**CANON SOLUTIONS AMERICA,
INC.**
SVP, LEGAL DIVISION
ONE CANON PARK
MELVILLE, NY 11747
Telephone: **800.815.4000**
Fax: **800.220.4002**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile

transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement
- 8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.
- 8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES:

Michael F. Perry, Chief Procurement Officer

Date:

CANON SOLUTIONS AMERICA INC:

DocuSigned by:
Peter Kowalczyk
5AABE3CE633E4B5...

Peter Kowalczyk, President

10/02/2023 | 2:47 PM PDT

Date:

ATTACHMENT E

Spend Range				Volume Percentage	
500,000	to	999,999	provides		5%
1,000,000	to	100,000,000	provides		10%

ATTACHMENT F

Contractor Commitment to Diversity

(Company Letterhead/Logo)

Date

State Contact
State of Tennessee
State Agency or Department
State Location Address
Nashville, TN 37243

Dear State Contact,

Company Name is committed to achieving or surpassing a goal of ____ percent (__%) participation with; **company name(s)** of certified diversity business enterprise(s) with the State of Tennessee under contract # **Edison Number**. Diversity businesses are defined as those that are certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Company Name is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

(Company authority – signature and title)



CANON SOLUTIONS AMERICA

ATTACHMENT F

Canon Solutions America, Inc.

One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

October 2, 2023

Ms. Sondra Parks, Category Specialist
State of Tennessee
Central Procurement Office
312 Rosa L. Parks Ave
Nashville, TN 37243

Dear Ms. Parks,

Canon Solutions America, Inc. is committed to making a good faith effort to support certified diversity business enterprise(s) with the State of Tennessee under contract # 0000160525. Diversity businesses are defined as those that are certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Canon Solutions America, Inc. is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

DocuSigned by:
Peter Kowalczyk

5AABE3CE633E4B5
Peter Kowalczyk, President

KNOX COUNTY PROCUREMENT DIVISION

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X	COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE \$ 1,000,000
			FIRE LEGAL LIABILITY \$ 100,000
			MED EXP (Per person) \$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E \$ 2,000,000
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.



Canon U.S.A., Inc. ("CUSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

**DX SCANNING SERVICES
 SCOPE OF WORK ADDENDUM**

Customer: Town of Farragut					
Street Address: 11408 Municipal Center Drive		City: Farragut	State: TN	Zip: 37934	
DX Services Summary Description: Digitization Services					
Projected DX Services Commencement Date:	April 17 th , 2026	Est. Term of DX Services:	<u>3 months</u>	Projected DX Services Expiration Date:	July 17 th , 2026
Monthly invoice amount for DX Services described herein:		See Fee Schedule Below		*Plus applicable taxes.	

Canon U.S.A., Inc. ("CUSA"), and the above-described Customer ("you" or "Customer") have determined that it is in their mutual benefit to enter into this DX Scanning Services Scope of Work Addendum ("Scope of Work Addendum"). This Scope of Work Addendum is issued pursuant to the terms and conditions of Contract # 0000160525, SWC 404 Digital Imaging Services effective October 15, 2023 ("Master Agreement") as modified by this Scope of Work Addendum which specifies the DX Services (as defined hereinafter) to be provided. CUSA shall provide the "Digitization" services, "Transportation" services, "Document Storage and Disposition" services, and "Project Management" as set forth hereinafter. "Digitization" services, "Transportation" services, "Document Storage and Disposition" services, and "Project Management" all collectively "DX Services". "Document(s)" shall mean all physical pieces of printed or handwritten paper materials ranging in size from 12"x18" to 36"x48" in width provided by you for DX Services. "Image(s)" shall mean a single-sided digital image of a single sided, hard copy Document received from you. For purposes of clarity, Documents that contain print images on one side, shall count as one scanned image. Double-sided Documents which contain print images on both sides shall count as two scanned Images for invoicing purposes. "Box(es)" shall mean a standard size container measuring 15.5" x 12.5" x 10.5" up to 43" x 21" x 18". Any variation to Documents, Images or Boxes will be considered out of scope and may be subject to an additional charge. All capitalized terms used below that are not defined in this Scope of Work Addendum shall have the meanings set forth in the Master Agreement. CUSA shall utilize ViaTRON Systems, Inc. ("ViaTRON"), as a subcontractor to provide the Digitization services, Transportation Services, and Document Storage and Disposition services, and you hereby consent to same.

For good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

DX Services Scope of Work

1. Description of DX Services: CUSA shall provide DX Services (with specific duties as further described herein below) as follows:

Section	DX Service(s) Provided:	Day(s)/Time of the Week* (Mon-Fri, Sat/Sun, etc.)
1.A	Transportation	Monday – Friday; 9am-5pm EST
1.B	Digitization	Monday – Friday; 9am-5pm EST
1.C	Document Storage and Disposition	Monday – Friday; 9am-5pm EST
1.D	Project Management	Monday – Friday; 9am-5pm EST

*Excludes federal holidays

1.A. TRANSPORTATION

Transportation services shall consist of the following:

- 1) One-way Transportation from 11408 Municipal Center Drive, Farragut, TN 37934 (“Customer Location”) to Digital Transformation Center (“DXC”) located at 964 Marcon Blvd., Suite 220, Allentown, PA 18109.
 - (a) Customer will identify Documents, which are on shelves or in file cabinets at the Customer Location, which shall be packed into Boxes by ViaTRON.
 - (b) ViaTRON will place Documents in shipping containers provided by ViaTRON.
 - (c) Customer will identify the contents of each Box and enter that information into a shipping manifest.
 - (d) ViaTRON will seal each box and prepare for shipping on ViaTRON’s delivery truck.
 - (e) ViaTRON will have you review the final manifest and approve it.
 - (f) Boxes will be taken from the Customer Location by ViaTRON and delivered to DXC for the Digitization services set forth below.
- b) Transportation to DXC consists of the following:
 - (1) Number of trips to transport Boxes to DXC: 1
 - (2) Number of Boxes expected for this trip: 43
 - (3) Date of pickup: Mutually agreed upon by the parties.

1.B. DIGITIZATION

Digitization services shall consist of the following:

- 1) DOCUMENT PREPARATION
 - a) Removing Documents from Boxes as applicable to prepare for scanning.
 - i) Contents of each Box will be its own Document. Each Box will list on its cover the index fields listed below for the Document(s) contained therein.
 - ii) Information contained on the roll within those Boxes will be used to manually capture the index field values.
 - b) The type of document preparation in-scope for this Scope of Work Addendum is medium preparation. Refer to Appendix B for details.
 - i) If the type of preparation needed for this Scope of Work Addendum changes, a change order may be issued, which may cause you to incur additional fees. Refer to Appendix A for sample change order form.
 - c) Any non-scannable items will be returned to the customer using a customer-provided shipping label.
- 2) DIGITIZATION SPECIFICATIONS
 - a) 300 DPI
 - b) Black & White
 - c) Full Text OCR
 - i) OCR accuracy may vary depending on the quality of the source material.
 - d) Each Document that is contained within a Box will be scanned through a large format scanner and a multi-page PDF will be created per each Box.
- 3) FILENAME AND INDEX FIELDS
 - a) Filename and index values will consist of the following information captured off of the Box label.
 - i) Box label
 - ii) The contents of each Box will become its own PDF Document
 - iii) Up to 20 characters for each index
 - iv) Expecting 600 Images per Document
 - v) Example filename: BoxLabel.pdf
 - b) If there are Documents not clearly labeled, ViaTRON will endeavor to extract index values from Documents directly. If more information is needed, CUSA and/or ViaTRON will reach out to you for clarification.
- 4) QUALITY ASSURANCE
 - a) All Images will undergo a quality assurance process as follows:
 - i) Confirm all Images are legible and rotated (if applicable) so that the Document pages are properly oriented for reading.
 - ii) Confirm all Documents are captured and indexed correctly.
 - b) If you deem any of the digitized Images to be illegible, these Documents will be rescanned at no additional charge, provided you notify ViaTRON prior to the Document’s destruction schedule outlined below.
- 5) POST SCANNING
 - a) Once the Digitization services are performed on all Documents, ViaTRON will upload the Images of the Documents to a secure FTP (“SFTP”) site provided by you. Upon successful upload of all Documents CUSA will email Customer to confirm Digitization is completed.

1.C. DOCUMENT STORAGE AND DISPOSITION.

“Document Storage and Disposition” services shall consist of the following:

- 1) Storage
 - a) All hard copy Documents will be held onsite at the DXC for a period of thirty (30) calendar days (the “Storage Period”) after the Digitization services for such Document(s) are completed and the Images of the Documents are provided to you.
 - i) Re-boxing of a Box will be performed if it was received torn or ripped or if ViaTRON determines such Box is not sturdy enough to support two other Boxes being stacked on it.
 - (1) Any Boxes that require re-boxing will be charged a fee of \$27 per Box.

- ii) Customer may request Document Request Pulls (“Document Request Pulls”), which shall be defined as a Customer request for ViaTRON to retrieve a Document from a Box that has not yet been digitized.
 - (1) Additional Document Request Pulls beyond the initial ten (10) in a calendar month will be charged at \$75 per hour, or portion thereof.
 - b) Boxes containing the Documents must be removed from the DXC no later than ten (10) days after the end of the applicable Storage Period, or CUSA will charge a monthly fee of \$125 per pallet, per 30 days, until Documents are scheduled for Disposition.
 - i) A pallet is defined as a flat, portable platform for storing up to 60 cubic feet of Boxes dedicated for Customer’s Boxes.
- 2) Disposition
- a) After the Storage Period, Documents will be securely shredded at the DXC site by ViaTRON.
 - i) ViaTRON shall inform Customer in writing five (5) days prior to end of Storage Period that shredding services are to commence at that time.
 - ii) ViaTRON will perform shredding at the DXC using shred bins that will be filled in the DXC.
 - iii) Each Document Boxes will be loaded into the shred bins and tracked in an Excel spreadsheet identifying each Box that is loaded into each bin.
 - iv) The bins will be brought to ViaTRON's shredding machine(s) and shredded at the DXC.
 - (a) Pages are cross-cut shredded into pieces no larger than 2.5" x 0.75".
 - v) When all Documents designated for shredding have been shredded, ViaTRON will supply CUSA with a list of bins along with written confirmation of shredding, including date and time performed.
 - vi) CUSA will match the bin list to the shipping manifest that have been shredded pursuant to the DX Services.
 - vii) This list will be supplied to Customer upon completion of DX Services.
 - viii) Shredded material will be taken away by ViaTRON and recycled.
 - ix) Any remaining container or binding materials will be disposed of.
 - (a) Such recyclable material will be recycled; trash will be discarded into waste bins.

1.D PROJECT MANAGEMENT.

DX Project Management Services (“DX Project Management Services”) shall consist of the following:

- 1) Organize and perform the kickoff call.
- 2) Coordinate additional meetings between you and CUSA if requested by both parties.
- 3) Ensuring project deliverables as contemplated herein are met according to mutually agreed upon timelines.
- 4) Managing the relationship between you and ViaTRON.

2. Customer Responsibilities.

- 1) Transportation Preparation:
 - a) You will have documents placed in Boxes and prepared for pickup by ViaTRON for shipping to the DXC.
 - i) You are responsible for providing complete rolls.
 - (a) ViaTRON shall not reorganize contents of a roll provided by You. Reordering pages or combining Documents may result in additional, or an increase to, Charges (as defined in Section 4 below)
 - ii) Documents within each folder may only utilize staples or paper clips as binding materials.
 - (a) Customer must list the index field on each Box for the Documents contained therein.
- 2) Post Scanning
 - a) You shall provide an SFTP site with username and password (or other access) for ViaTRON to upload images.
- 3) Quality Assurance Review:
 - a) You shall promptly notify ViaTRON if there is a need for any rescanning of a Document due to poor image quality or incorrect indexing, however no later than the end of the Storage Period.

3. Project Assumptions.

- 1) The DX Services are to be provided for an estimated 26,500 Images.
 - a) You will be invoiced and agree to pay the Charges set forth below.
 - b) Estimated project timeline is as set forth above and begins upon ViaTRON’s receipt of the Documents as set forth in Section 1.A. above.
- 2) You shall respond to all requests for information in writing within three (3) business days.
- 3) Changes in these assumptions may result in a scope change, which may cause you to incur additional fees. Any changes to this Scope of Work Addendum must be made in writing in accordance with Section 6 below and Appendix A (Change Order Form).

4. Fee Schedule.

DX Services shall be invoiced monthly in accordance with the following charges (“Charges”):

Item Code	Item Description	Charges
4092V261	Per Image Charge for Large Format (12"x18" up to 36"x48")	\$1.125
Optional Services at Additional Charge		
4092V259	Per Hour (or portion thereof) Charge for Document Request Pulls beyond initial ten (10) Document Request per calendar month	\$75

4250V645	Per Box Charge for Re-Boxing of a Box that was received as damaged	\$27
4250V647	Per Pallet Charge for Storage beyond initial Document Disposition Period	\$125

5. Payments.

You agree to accept and pay monthly periodic invoices for the DX Services. Such invoices shall reflect billing amounts for DX Services rendered in the prior month at the Charges.

6. Change Order Procedure.

- a. Any changes to this Scope of Work Addendum must be made in writing in accordance with this section and Appendix A (“Change Order”).
- b. Once a change condition is identified, there are three (3) steps involved with Change Orders:
 - i. Submittal of Change Order form (Appendix A)
 - ii. Approval / rejection of the Change Order
 - iii. Modification / Adjustment of DX Services if required
- c. CUSA evaluates Change Orders individually for their overall impact on scope of work. CUSA will work with you to communicate these changes and acquire the required approvals for any costs related to Change Orders. Upon your written approval of the Change Order form, the parties shall sign the Change Order form whereupon this Scope of Work Addendum shall be deemed to have been amended by the Change Order. No change to this Scope of Work Addendum shall be binding on the parties unless the Change Order has been signed by authorized representatives of each party.

7. Warranty and Limitation of Liability.

- I. CUSA WARRANTS THAT IT WILL PERFORM DX SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED AND GENERALLY ACCEPTED INDUSTRY STANDARDS. OTHERWISE, EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN THIS SCOPE OF WORK ADDENDUM, CUSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DX SERVICES.
 - II. EXCEPT AS TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY CUSA’S NEGLIGENCE OR WILLFUL MISCONDUCT, CUSA’S LIABILITY ON ANY CLAIM (INCLUDING ANY AND ALL RELATED CLAIMS) FOR DAMAGES SHALL NOT EXCEED IN THE AGGREGATE ALL AMOUNTS PAID BY CUSTOMER FOR THE DX SERVICES FOR THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM(S) IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SUCH LISTED ITEMS, FOR PURPOSES OF DETERMINING THE AMOUNT DEEMED PAYABLE FOR SUCH SIX (6) MONTH PERIOD TO CALCULATE SUCH CAP ON CUSA’S LIABILITY, PRE-PAID AMOUNTS SHALL BE PRO-RATED OVER THE PERIOD COVERED BY SUCH PREPAYMENT. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ARISING OUT OF THIS AGREEMENT (I) SHALL APPLY TO ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY DX SERVICES, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT (II) SHALL NOT APPLY TO THE EXTENT SUCH LIABILITY MAY NOT BE LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.
 - III. Neither party shall be liable for delay or failure to perform any obligation under this Scope of Work Addendum, other than payment obligations, to the extent such delay or failure is caused by acts which are beyond the reasonable control of the party so affected, including, but not limited to, governmental acts or directives (official or unofficial); strikes (legal or illegal); acts of God; war (declared or undeclared); terrorism; insurrection, riot or civil commotion; fires; flooding or water damage; explosions or embargoes; epidemics or pandemics.
8. In the event of any conflict or inconsistency between the provisions of this Scope of Work Addendum and any provisions of the Master Agreement, the provisions of this Scope of Work Addendum shall control.
9. CUSA may accept a facsimile or other electronic transmission of this Scope of Work Addendum as an original, and facsimile or other electronically transmitted copies of Customer’s signature will be treated as an original for all purposes. THIS SCOPE OF WORK ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CUSA.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Scope of Work Addendum to be executed by their duly authorized officials as of the date set forth below, intending to be legally bound hereby.

Canon U.S.A., Inc.
Signed by:
Brenda Stines
By: 535616695C6D453...
Name: Brenda Stines
Title: Senior Director, Business Operations
Date: 05/05/2026 | 9:08 AM PDT

Town of Farragut

By: _____
Name: _____
Title: _____
Date: _____



Appendix A: Change Order Form

Change Order #		Change Order Date	
----------------	--	-------------------	--

Change Requestor Information			
Company Name			
Name & Title			
Phone		Email	

Description of Requested Change

NOTE: Change Orders must be reviewed and authorized by CUSA for acceptance of the requested change. Changes to the scope may require additional services to make the requested change operational, which may result in additional costs.

Change Authorization Approval

Change authorized for _____ by:

Print Name

Print Title

Signature

Date

Change authorized for Canon U.S.A., Inc. by:

Print Name

Print Title

Signature

Date

Appendix B: Document Preparation Types and Definitions

1. **Light Preparation:** Material requires minimal deconstruction prior to scanning. 75% or more of all Documents in this category must be free of fasteners.
 - Documents do not contain multiple (more than one) staples, paper clips, binder clips or rubber bands per Document
 - Documents do not contain sticky notes or folded pages
 - Less than 1 staple/fastener per 100 pages
2. **Medium Preparation:** Material requires moderate deconstruction before scanning. Document may contain a moderate number of fasteners, attachments, sticky notes, tabs or mixed standard size pages (8.5"x11" up to 11"x17"). 25% or more of all Documents must be free of fasteners.
 - Equal to or less than 3% of Documents require unfolding
 - Equal to or less than 10% of Documents require tape downs
 - Equal to or less than 1 staple/fastener per 10 pages
3. **Heavy Preparation:** Materials require extensive deconstruction prior to scanning. Documents typically include numerous fasteners, mixed standard size pages (8.5"x11" up to 11"x17"), attachments, sticky notes, folded pages or fragile materials.
 - Greater than 3% of Documents requiring unfolding
 - Greater than 10% of Documents requiring tape down
 - Greater than 10% poor quality or onion skin paper requiring photocopy
 - Less than 25% looseleaf.
 - Mixed Images required
 - Multiple fasteners and/or levels of fasteners within each Document
4. **Specialty Work:** Images made from originals that require special handling or flatbed/manual scanning due to fragility, format, or condition.
 - Examples of Specialty Materials
 - Aging, historical or archival records
 - Worn, brittle, torn or deteriorated pages
 - Onion skin or extremely thin paper
 - Odd-size originals not compatible with auto feed scanners
 - Permanently bound books, computer forms or multipart forms that cannot be auto-fed
 - Extremely poor-quality originals requiring page-by-page inspection and analysis.

Document Preparation Definitions:

- **Remove attached objects:** Remove paper clips, staples, rubber bands, or other binding methods and sticky notes.
- **Straighten out pages:** Smooth out any wrinkles, creases, and folded corners and flatten them before scanning to ensure every line is accurately captured.
- **Separate the sheets:** Fan through Documents to separate sheets that may be stuck together to ensure that no sheet is missed during scanning.
- **Repair damaged papers:** Repair any tears or damage to papers to safeguard the Documents while scanning. If they cannot be repaired, identify the damaged pages so they can be evaluated by professional scanning personnel who can recommend the best way to restore the Documents before scanning.
- **Tape down small Documents:** Records in non-standard sizes, like travel tickets, receipts, business cards, etc. can be taped to a blank sheet of paper. Tape them to either side of the center of the sheet and always only on one side of the sheet (front or back).
- **Group papers of the same size:** Segregate large-sized or odd-sized Documents to create a separate batch.

Certificate Of Completion

Envelope Id: D6AA346E-0D90-8AA0-80A6-FB5D9963F03A	Status: Completed
Subject: Complete with Docusign: Town of Farragut DX Services SOW (stamped) 042226.pdf, CUSA-ViaTRON Sub...	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CUSA_DOC REVIEW
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1 Canon Park
	Melville, NY 11747-3036
	CanonDocReview@cusa.canon.com
	IP Address: 146.184.0.84

Record Tracking

Status: Original	Holder: CUSA_DOC REVIEW	Location: DocuSign
5/4/2026 4:45:00 PM	CanonDocReview@cusa.canon.com	

Signer Events

Brenda Stines
bstines@csa.canon.com
Senior Director, Business Operations
Security Level: Email, Account Authentication (None)

Signature

Signed by:

535616895C6D453...

Timestamp

Sent: 5/4/2026 4:52:38 PM
Viewed: 5/5/2026 12:07:56 PM
Signed: 5/5/2026 12:08:03 PM

Signature Adoption: Pre-selected Style
Using IP Address:
2600:4040:a305:c000:acde:70d1:6e06:566

Electronic Record and Signature Disclosure:
Accepted: 5/5/2026 12:07:56 PM
ID: 7c1c1649-2921-47b5-9db4-0ba8f9e0efe2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

CUSA_DOC REVIEW
CanonDocReview@cusa.canon.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/4/2026 4:52:39 PM
Resent: 5/5/2026 12:08:08 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/4/2026 4:52:39 PM
Certified Delivered	Security Checked	5/5/2026 12:07:56 PM
Signing Complete	Security Checked	5/5/2026 12:08:03 PM
Completed	Security Checked	5/5/2026 12:08:03 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Canon U.S.A., Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at msinanian@csa.canon.com and in the body of such request you must state: your

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ii. send us an email to msinanian@csa.canon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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