

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
February 12, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Phil Yager (Committee Chair), Tyler Mayes, Aaron Wells and Steve Verran.
Members Absent: Denise Palmer

Commissioner Wells made a motion to add the Stryker Contract and the Judicial Drug Task Force Grant Amendment under New Business. Commissioner Mayes seconded the motion. Motion passed unanimously.

A. Contracts Approved by Law Director

1. **State of TN Dept of Finance and Admin, Office of Criminal Justice, Mayor, Contract #23-0094 A1** – Amendment to extend Domestic Violence Victim Coordinator Grant through FY 2025 for an additional \$130,000.
2. **Heritage Health Solutions, Sheriff, Contract #24-0094** – Three-year contract for Medical Bill Scrubbing. Provides more in-depth review than current contract.
3. **HealthPlan Freedom, Sheriff, Contract #24-0095** – Three-year Memorandum of Understanding to assist eligible inmates with finding health insurance. No cost to the County.
4. **Devin Burnett, EMS, Contract #24-0096** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.
5. **MathSpace, BOE, Contract #24-0098** – Five-year curriculum contract in the High Schools in the amount of \$115,500. Sole Source Purchase (public notice posted on Vendor Registry for ten business days).
6. **City of Clinton, Mayor, Contract #24-0100** – Deed to convey land for Animal Shelter for a cost of \$70,000.

Commissioner Mayes made a motion to approve as a group. Commissioner Wells seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

1. **State of TN Dept of Finance and Admin, Office of Criminal Justice, Mayor, Contract #23-0105 A1** – Amendment to extend Family Justice Center VOCA Grant through FY 2025 for an additional \$200,000.
2. **Energy Systems Group, BOE, Contract #24-0099** – Contract to upgrade Wastewater Treatment and Septic at Dutch Valley and Briceville Elementary Schools and to enhance security at all schools. Cost is \$1,854,000.
3. **MBI, BOE, Contract #24-0101** – Architectural Services for the new Claxton Elementary School Building. Work estimated to be completed by July 2026.

Commissioner Mayes made a motion to approve as a group contingent upon the Law Director's approval. Commissioner Verran seconded the motion. Motion passed unanimously.

C. Other Business

1. Request to surplus 2011 Ford Crown Victoria in order to donate it to the City of Norris. Vehicle runs, has front end damage.

Commissioner Mayes made a motion to approve. Commissioner Verran seconded the motion. Commissioner Wells voted No. Motion passed.

D. New Business

1. **Stryker, EMS, Contract #24-0102** – Contract for the purchase of AED equipment to include five years of maintenance. Pricing from the cooperative purchasing Consortium, Savvik, that was established by competitive bid. Budget is approved.


Commissioner Wells made a motion to approve contingent upon the Law Director's approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

2. **State of TN Dept of Finance and Admin, Office of Criminal Justice, District Attorney, Contract #22-0110 A1** – Amendment to extend the Judicial Drug Task Force Grant through FY 2025 for an additional \$70,000.

Commissioner Wells made a motion to approve contingent upon the Law Director's approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

E. Unfinished Business

23-0094 A1

 GRANT AMENDMENT 9-20-18 AMEND-G					
Agency Tracking # NA		Edison ID 50976		Contract # 50976	
Amendment # 1					Edison Vendor ID 4143
Contractor Legal Entity Name Anderson County Government					
Amendment Purpose & Effect(s) Revises Clauses, Revises Budget, Increases Maximum Liability, and Extends Expiration Date					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 6/30/2025	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): + \$130,000.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY24		\$130,000.00			\$130,000.00
FY25		\$130,000.00			\$130,000.00
TOTAL:		\$260,000.00			\$260,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart FA00003360		Account Code County - 71301000			

**AMENDMENT ONE
OF GRANT CONTRACT 50976**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twenty Four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
2. Grant Contract section B.2. is added with the following:
 - B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Sixty Thousand Dollars (\$260,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
4. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

5. Grant Contract section D.6. is deleted in its entirety and replaced with the following:

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

6. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.
7. Grant Contract Attachment B is deleted in its entirety and replaced with the new attachment B attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective April 30, 2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Executive

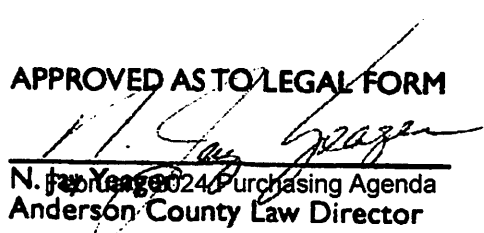
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM


N. Jay Yager
Anderson County Law Director

23-0094A1

ATTACHMENT A-1

Page 1

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/01/2023 END: 6/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$130,000.00	\$0.00	\$130,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$130,000.00	\$0.00	\$130,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

23-0094 A1

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Government

FUND SOURCE: VOCA

SOLICIATION IDENTIFICATION TITLE: County Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Domestic Violence Victim Witness Coordinator, Salary & Benefits (Est. 100%)	\$74,800.00
Position 2: Victim Witness Coordinator, Salary & Benefits (Est. 100%)	\$55,200.00
TOTAL	\$130,000.00

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/01/2024 END: 6/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$130,000.00	\$0.00	\$130,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$130,000.00	\$0.00	\$130,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

23-0094 A1

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Government

FUND SOURCE: VOCA

SOLICIATION IDENTIFICATION TITLE: County Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Domestic Violence Victim Witness Coordinator, Salary & Benefits (Est. 100%)	\$74,800.00
Position 2: Victim Witness Coordinator, Salary & Benefits (Est. 100%)	\$55,200.00
TOTAL	\$130,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Anderson County Government
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	2020-V2-GX-0012
Federal award date	09/17/2020
Subaward (Federal Award) Period of Performance Start and End Date	10/01/2019 – 09/30/2023 Ext: 09/30/2024
Subaward (Federal Award) Budget Period Start and End Date	10/01/2019 – 09/30/2023 Ext: 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575; Victims of Crime Act
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's (Sub-Recipient) end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$260,000.00
Total amount of federal funds obligated to the subrecipient	\$260,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$34,273,320.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	VWC- County
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Laura Vermillion Laura.vermillion@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

24-0094

PROFESSIONAL SERVICES AGREEMENT

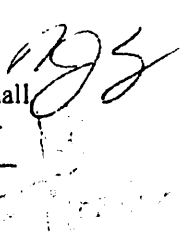
This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of the _____ day of _____ 2023 (the "Effective Date") between Heritage Health Solutions Inc., a Texas Corporation, having its principal office located at 750 Canyon Dr., Suite 120, Coppell, TX 75019 ("Heritage"), and Anderson County Sheriff's Office, located at 101 South Main St Suite 400, Clinton, TN 37716 ("County"). Heritage and County may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Heritage has considerable expertise in providing off-site administrative healthcare services as described in Attachment A (the "Services"); and

WHEREAS, the County desires to contract with Heritage to provide administrative healthcare services of certain medical care and prescription plan services not provided at the jail facilities for inmates at the County; and

WHEREAS, Heritage is able and agreeable to provide the County with administrative healthcare services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. The initial term of this Agreement shall commence on the date first written above and shall continue for a period of three (3) years (the "Initial Term"). Unless either party gives the other written notice within sixty (60) days of the expiration of the Initial Term, this Agreement will ~~automatically renew for an additional two (2) one-year terms unless earlier terminated.~~ 
2. Scope of Services. Heritage agrees to perform the Services described in Attachment A ("Services"). The intervals at which the Services will be provided and other details regarding the Services are set forth in the attachments to this Agreement.
3. Preferred Provider. Heritage is County's preferred provider for those Services identified as preferred in Attachment A ("Preferred Services"). The County agrees to purchase from Heritage all of its requirements for the Preferred Services during the term of this Agreement.
4. Price and Payment. a. Prices for the Services are listed in Attachment B ("Price Offering"). Applicable taxes and similar assessments are not included in the prices and will be billed separately on the County's invoice.
b. Payments are due within thirty (30) days of the invoice date. All payments by the County under this Agreement shall be made by electronic funds transfer. Heritage and County agree that, in the event the County fails to make payment when due, an amount equal to the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum amount allowed by law, will be added to all amounts outstanding which have not in good faith been disputed by County. In the event that County in good faith disputes the charges set forth in an invoice, County shall notify Heritage within thirty (30) days of its receipt of such invoice. County will pay all undisputed charges in accordance with this Section 4.
c. Upon anniversary of the Initial Term and subsequent renewal term, the Prices will be automatically adjusted ("CPI Price Adjustment") by an amount equal to the greater of (a) the percentage change in the Consumer Price Index ("CPI") for the most recently available previous February 2024 Purchasing Agenda

twelve months or (b) 5%. The CPI used to calculate the CPI Price Adjustment will be the Consumer Price Index All Items, All Urban Consumers as published by the U.S. Department of Labor. County will be given 30 days written notice of any CPI Price Adjustment.

5. Termination. Either party may terminate this Agreement if the other party fails to perform in accordance with this Agreement and the breaching party fails to correct such default or neglect within thirty (30) days after written notice thereof. Heritage may terminate this Agreement with or without cause upon thirty (30) days written notice to the County.

6. Representations, Warranties, and Additional Covenants.

- a. Heritage is engaged in the business of providing the Services.
- b. Heritage covenants that it will use its best efforts to perform all work in a safe and efficient manner and using industry accepted practices.
- c. Heritage covenants that it will not knowingly fail to comply with any requirements of federal, state, provincial and local laws, rules, regulations, by-laws, ordinances, and orders ("Laws") applicable to the Services to be performed.
- d. Heritage covenants that the Services shall substantially conform to the description set forth in the applicable attachment and that Services provided by Heritage employees will be provided by individuals possessing appropriate qualifications.
- e. County represents and warrants to Heritage that it is and shall remain in compliance with any and all federal, state and local laws, rules and regulations applicable to County's business and that County shall implement, maintain and document comprehensive privacy and security policies and procedures in accordance with leading industry standards and all applicable laws, rules and regulations.
- f. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES BY HERITAGE, AND COUNTY HAS NOT RELIED ON ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH HERITAGE MAKES NO REPRESENTATION OR WARRANTY; THAT HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS; AND THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE, TRADITIONAL MEDICAL OR PSYCHIATRIC CARE.

7. Insurance. Heritage agrees to procure and maintain at least the following insurance (where applicable) covering the Services:

- a. Workers' Compensation
Statutory
- b. Employer's Liability

- c. \$1,000,000 per occurrence
General Liability (bodily injury and property damage - combined single limit)
\$1,000,000 per occurrence, \$2,000,000 annual aggregate
- d. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement)
\$1,000,000 combined single limit

Upon request, Heritage shall furnish certificates of such insurance to the County.

8. Indemnification.

- a. HERITAGE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE REASONABLE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE LAWYERS' FEES, CONSULTANT OR OTHER PROFESSIONAL FEES AND THE REASONABLE COSTS OF INVESTIGATION, ANY REMEDIAL ACTIONS REQUIRED BY LAW, REGULATION OR ORDER (COLLECTIVELY REFERRED TO AS "LOSSES"), BUT ONLY TO THE EXTENT THAT SUCH LOSSES WERE SOLELY CAUSED BY: (I) HERITAGE'S KNOWING AND INTENTIONAL BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF HERITAGE TO BE SUBSTANTIALLY TRUE, ACCURATE, AND COMPLETE; OR (III) ANY GROSSLY NEGLIGENT ACT OR OMISSION OF HERITAGE OR ITS EMPLOYEES OR AGENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT OR AGENCY.
- b. COUNTY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HERITAGE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, TO THE EXTENT THAT SUCH LOSSES WERE CAUSED IN WHOLE OR PART BY: (I) COUNTY'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF COUNTY TO BE TRUE, ACCURATE, AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF COUNTY OR ITS EMPLOYEES OR AGENTS.
- c. THE DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND PURSUANT TO 8(b) ABOVE SHALL ALSO INCLUDE LOSSES WHICH ARISE OR ARE ALLEGED TO ARISE IN WHOLE OR IN PART FROM ANY DEGREE OF NEGLIGENT, INTENTIONAL, OR OTHER CONDUCT OR FAULT OF HERITAGE, ITS EMPLOYEES OR AGENTS, WHETHER THAT NEGLIGENCE, CONDUCT OR FAULT IS ACTIVE OR PASSIVE, OR WHETHER IT IS A JOINT, CONCURRENT OR CONTRIBUTORY CAUSE.
- d. THE DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND PURSUANT TO 8(a) ABOVE SHALL NOT APPLY WHERE COUNTY IS ENTITLED TO (I) SOVEREIGN IMMUNITY OR ANY SIMILAR PROTECTION OR (II) COVERAGE BY ANY INSURANCE POLICY.

9. Attorneys' Fees. If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.

10. Limitation of Liability. IN NO EVENT SHALL HERITAGE BE LIABLE FOR INDIRECT INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF

24-0094

THIS CONTRACT, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, HERITAGE'S LIABILITY SHALL FURTHER IN NO EVENT EXCEED THE AMOUNT PAID TO HERITAGE DURING THE MOST RECENT SIX-MONTH PERIOD.

11. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean any non-public, confidential or proprietary information or data, whether communicated in writing, orally, or by any other method, and whether or not patentable or copyrightable, that is provided by one party (including any Authorized User or any party's affiliates) ("Discloser") to the other party ("Recipient") under this Agreement and that is (i) marked as "confidential" or "proprietary" by the Discloser at the time of disclosure, or within thirty (30) days after disclosure in written form; or (ii) information which a reasonable person engaged in a similar transaction would consider to be confidential information; further provided that, if such information or data relates to the Services, then such information and data will be "Confidential Information" whether or not it has been marked as "confidential" or "proprietary" by the Discloser. Without limitation, Confidential Information also includes Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA") accessed in connection with the Services. Heritage's Confidential Information will include the terms of this Agreement and any SOW, web site architecture and content, any of Heritage's or its third party service providers' or vendors' technology, or computer software in all versions and forms of expression, manuals, notes, documentation, technical information, drawings, diagrams, or specifications. County's Confidential Information shall include County Data, which means any non-public, proprietary data, information, or material provided or submitted to Heritage by the County in connection with the County's use of the Services. All Confidential Information will be maintained in confidence by the Recipient using at least the same degree of care as the Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, and will not be disclosed to a third party or used for any purposes except as set forth in this Agreement. The obligations described in this Section 11 will not apply to any Confidential Information that (i) is known by the Recipient at the time of receipt, and not through a prior disclosure by the Discloser, as documented by the Recipient's business records; is known to the public before its receipt from the Discloser, or thereafter becomes known to the public through no breach of this Agreement by the Recipient; (ii) is subsequently disclosed to the Recipient by a third party who is not under an obligation of confidentiality to the Discloser; or (iii) is developed by the Recipient independently of Confidential Information received from the Discloser, as documented by the Recipient's business records. Notwithstanding the obligations of confidentiality and non-use set forth in Section 11, the Recipient may use and disclose Confidential Information as may be reasonably required by it in order for the Recipient to perform its obligations and to exercise its rights under this Agreement. The Recipient may disclose Confidential Information: (a) to its employees, directors, agents, consultants, advisors, or other third parties for the performance of its obligations and exercise of its rights hereunder, provided such entities are under an obligation of confidentiality with respect to such information that is no less stringent than those of this Section 11; and (b) to the extent necessary to comply with a court order, or as otherwise required by law or by a regulatory agency or government body, provided that the Recipient shall first give notice to the Discloser (so long as such notice is not prohibited by law) and assist the Discloser, at the Discloser's expense, to block such disclosure and/or obtain a protective order to protect the confidentiality of such information. If the Recipient is nevertheless required to make such disclosure, the Recipient agrees to disclose only that portion of the Confidential Information that it is legally required to disclose, provided, however, the Recipient shall continue to be bound by the confidentiality and non-use provisions of Section 11 with respect to any Confidential Information disclosed by the Recipient pursuant to this Section 11. The Recipient shall immediately notify the Discloser of any actual or suspected unauthorized disclosure of Confidential Information. The parties agree that a breach or threatened breach of this Section 11 would result in irreparable harm to the non-breaching party and a breach would be inadequately

compensated by money damages. Accordingly, the non-breaching party may, in addition to any other legal remedies that may be available, seek injunctive relief, including, without limitation, preliminary injunctive relief, prohibiting or enjoining any such actual or threatened breach of this Section 11. The parties agree that the non-breaching party will not be required to post a bond in seeking such injunctive relief.

12. Force Majeure. No delay or failure in performance by either party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").
13. Independent Contractor. Heritage is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Heritage nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County.

14. Notice.

- a. All notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered by certified mail or overnight courier with tracking capabilities to the parties at the following addresses:

Heritage Health Solutions, Inc.
750 Canyon Dr. Suite 120
Coppell, Texas 75019
Attn: Director, Contract Management

Anderson County Sheriff's Office

- b. County will give written notice to Heritage of a claim for indemnification under Section 8 promptly following the County's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, and determination by Heritage that County has a valid claim for indemnification, Heritage shall have the right to retain counsel to defend, negotiate, adjust, and/or settle a claim against County. Heritage has no obligation to indemnify County when County does not provide timely notice of a claim, allowing Heritage the timely opportunity to defend, negotiate, adjust, and/or settle the claim. For avoidance of doubt, Heritage's defense, negotiation, adjustment, and/or settlement of a claim against County shall not constitute an admission or acceptance of any duty or obligation of Heritage to indemnify County, and shall be deemed to be subject to a reservation of rights by Heritage to dispute such duty or obligation.
15. Assignment or Delegation. Heritage may delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without the consent of County. County may not assign or subcontract its rights and/or responsibilities under this Agreement without Heritage's prior written approval.

24-0094

16. **Governing Laws.** This Agreement shall be governed by the State of Texas and the venue for all disputed matters shall be the State of Texas without regard for choice of law or conflict of law provisions.
17. **Defined Terms.** All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine, and neuter pronouns), as the case may be. The paragraph headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit, or describe the intent or scope or in any manner affect this Agreement.
18. **Waiver.** Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions.
19. **Severability.** If any section of this Agreement shall be found to be unenforceable, such finding shall not affect the enforceability of any other section or the Agreement as a whole.
20. **Electronic Signature.** This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have read, understand, and agree to be bound by the terms of this Agreement and have executed this Agreement by their duly authorized representatives as of the date first written above.

HERITAGE HEALTH SOLUTIONS, INC.

ANDERSON COUNTY SHERIFF'S OFFICE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM



N. Jay Yeager
Anderson County Law Director

ATTACHMENT A - SERVICES

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the County's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off-site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay in-network providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's processed claims.
- Heritage will provide a toll-free phone line with a customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the County and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- For full transparency, the Heritage invoice will include the billed amount from the provider, the Medicare price, and the invoiced amount to the County.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will provide a Standard Operating Procedure during the implementation phase of the Services.

Invoicing:

- Monthly invoicing is based on the processed date of the claim and will reflect all claims that are processed within a given period. Once the monthly invoicing process is finalized, invoices are issued for payment. If "paid" claims are later identified as invalid, the reversal and credit for those claims will be included on the monthly invoice in which the reversal is processed. Since invoicing is based on processed date, once a period is closed, modifications to the invoice cannot be made. Any adjustments to previously processed claims will be made in subsequent periods and will be reflected on the invoice for the period the adjustment was processed.

Reporting:

- Standard and Ad Hoc reporting will be provided.
- Data management and exchange including eligibility files and off-site authorization files.
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly claim detailed report with each monthly invoice that indicates the processed claims during that check cycle.
- The monthly claim detail report will include all processed claims paid in the claim cycle with supporting details including:

- | | | | |
|----------------|-------------------|-------------------------|------------------|
| • Claim Number | • Member DOB | • Primary Diagnosis | • Billed Amount |
| • Member Name | • Provider Name | • Diagnosis Description | • Invoice Amount |
| • Member ID | • Provider Tax ID | • Date(s) of service | |

24-0094

ATTACHMENT B – PRICE OFFERING

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers, to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials \$40.00

All claims will be invoiced at 195% of the Medicare Allowable Amount as of the date of service. County shall reimburse Heritage at the invoiced amount for all claims in addition to the processing fee referenced above.

Exceptions to invoiced amounts referenced above:

- Critical Access Hospitals (“CAH”) will be reimbursed according to the rate in place with the Centers for Medicare and Medicaid Services (“CMS”). If the reimbursement rate to the hospital is greater than the invoice amount to County, the rate will be passed through to the County;
- If any state mandates a reimbursement rate that is greater than the invoice amount, the rate will be passed through to the County;
- For select providers that will not accept the applicable Medicare or Medicaid pricing, rates paid will be passed through to the County.

ATTACHMENT C - MEDICAL CLAIMS PROCESSING STANDARD OPERATING PROCEDURES

A. Background

Heritage is responsible for adjudicating healthcare claims for off-site medical services. Internal reports will be generated daily, weekly, and monthly to produce the month-end invoice reporting.

B. Medical Claims Reprocessing and Pricing

Heritage will utilize a claims adjudication system to process and reprice valid claims for healthcare services provided to contracted facilities prisoners/patients.

- a) Heritage will maintain a list of in-network and out-of-network providers. A change date will be included on the list of providers to easily identify changes/updates.
- b) Contracted providers indicated with "Y" on the list will be indicated as In Network
- c) Heritage monitors financial error rates (providers paid incorrect amounts) quarterly. This report includes any claims paid in error (i.e., duplicate claims).
- d) Error rate will be less than 3% annually.

C. Service Metrics

- a) Heritage will process 99% of clean claims within 8 business days.
- b) Heritage will maintain a financial accuracy > 98%
- c) Heritage will respond to appeals within 14 days of receipt.

D. County Requirements

- a) To ensure proper claims processing, reporting and management, County will provide the following reports on a daily, or no less than weekly basis:
 - a. Eligibility File will be provided in a mutually agreeable format to identify all prisoners in custody as of the date of the report.
 - b. Authorization Log will be provided in a mutually agreeable format to identify all off-site medical visits that have been authorized by the appropriate personnel at the facility.

E. Received Claims

- a) Claims will be scanned within 24 business hours of receipt.
- b) Heritage will receive, prepare, and process clean claims within 8 business days from receipt on average.

F. Processing Claims

Clean valid claims up to but not including the last two business days of each calendar month are to be processed and included for payment consideration for the upcoming payment cycle. Claims are to meet the approved criteria of eligibility and authorization to be considered valid.

- a) Heritage will provide the SFTP site for the County to load daily eligibility files. Heritage will retrieve eligibility files from the SFTP site daily. Eligibility files should have a start/arrested date for each prisoner. If there is no end/release date populated, Heritage will "term by absence", thus creating an end date effective the last date of the file the prisoner was present on.

24-0094

- b) Authorization logs will be reviewed and loaded into claims adjudication system as Heritage receives them from facility. The goal is to obtain authorization logs from facilities at least weekly. Authorization logs will be in a consistent format and include an Admit and Discharge date. If logs are incomplete, this may cause a claim to be pended for further review and clarification. Authorization Files should be cumulative. Retroactive authorizations will be added to the spreadsheet with the date of the authorized visit. Authorizations that are to be considered for the current month's claims are to be received by end of day on the last business day of the month.
- c) Clean valid claims will be entered and processed within 8 business days on average. Once Claims are processed, they will be visible in the Heritage daily claims file.
- d) If claims do not meet the criteria for processing, Heritage will hold/pend the claim. Heritage reviews a pended claim report at least weekly to attempt to resolve whatever issues are preventing the claim from being processed. Heritage will work with the County to obtain information needed to determine whether the claim should be paid or denied. The claim will then be paid/denied within the pay cycle. If the required information is not received prior to the last two business days of the month, the claims in question will be pended and not included in that month's payment cycle.

G. Daily Claims Inventory

Heritage will produce claims inventory reporting Monday-Friday during each monthly cycle.

- a) Heritage will pull the reports daily to start the review process.
- b) Heritage will confirm Prisoner eligibility against the provided eligibility files when claim is entered into the system. Due to receiving multiple eligibility records, a secondary check is completed at month end and prior to preparing draft reports.
- c) On average, within 8 business days clean claims will be processed to include repricing. The details of any claim may change upon receipt of additional information, retrospective review or due to other reasons.

H. Invoicing

- a) Claims processing will be complete, and a master data file will be produced on business day 5 for the claims processed in the previous month. Data will be considered final unless Heritage identifies modifications that need to be made prior to invoicing, but no later than business day 8. After Heritage approves the data file, the payment cycle will be completed, check register generated, and all reports will be finalized no later than 5:00pm CST on business day 9.
- b) Heritage will endeavor to send finalized invoices to the County on business day the 10th of each month.
- c) Claim detail report that accompanies County invoice will include: claim number, prisoner/patient name, prisoner/patient ID, DOB, pre-booking status, network status, service from and to dates, billed amount, Medicare and/or Medicaid amount and invoice charges for each claim processed.
- d) Monthly invoicing is based on the processed date of the claim and will reflect all claims that are processed within a given period. Once the monthly invoicing process is finalized, invoices are issued for payment. If "paid" claims are later identified as invalid, the reversal and credit for those claims will be included on the monthly invoice in which

the reversal is processed. Since invoicing is based on processed date, once a period is closed, modifications to the invoice cannot be made. Any adjustments to previously processed claims will be made in subsequent periods and will be reflected on the invoice for the period the adjustment was processed.

- e) Heritage will also prepare and maintain the accrual log for pre-booking, or prior to booking, and non-pre-booking per fiscal year for each applicable facility upon approval of the master data file. If alternate formats are required those parameters will be provided during implementation.

I. Provider Funding

Upon the final review and approval of the master data file, Heritage will fund the appropriate bank account for payment to providers, and receive a confirmation email that payment processing has been released and payments issued within 24 – 48 business hours later.

J. Portal Platform

- a) All Provider payments will be visible to Heritage customer service staff on a payment platform. The payment platform will also provide the Explanation of Benefits (EOB).
- b) It is Heritage's intent to make the payment information available to the County and providers on a proprietary portal platform at a future date.

K. Appeals Process

- a) Heritage will receive, review, and respond to all appeals received within 14 days of receipt.
- b) Appeals will be logged to account for receipt of appeal, response date of appeal and resolution date.

L. Duplicate Claims

- a) Heritage has developed internal controls to prevent/minimize duplicate claims payment.
 - a. Any claim entered/loaded into the system is matched against an existing claim with the same provider tax id, prisoner number and dates of service. If a match is made the claim is flagged as a possible duplicate and an internal note is appended to identify the claim(s) that it may be a duplicate of. The supervisor or manager will review the claims and make the determination if the claim is a duplicate or not and annotate reasoning why it is not a duplicate.
 - b. A secondary process of reviewing a duplicate claim report that includes all claims processed and flagged for possible duplicates is completed prior to posting of estimates and draft master data file.
- b) If a duplicate claim is paid:
 - a. Heritage will send out a series of up to three (3) recoupment letters at day 30, 60, 90. If no response within 30 days of the first letter, Heritage will call the provider to ensure the overpayment letter and back up documentation were received.
 - b. If allowable under the provider agreement, Heritage will withhold the overpayment amount from a future provider payment.
 - c. County will be credited the overpayment amount on the next regularly scheduled invoice cycle.

24. 0094

- d. Claim detail report that accompanies the monthly invoice will show a negative claim count and negative payment adjustment to previous paid claim that will credit the original charge.
- e. Duplicate claims shall not exceed 0.1% of total claims processed per year.

M. Claim Adjustments

- a) If the previously paid amount on a claim needs to be adjusted, the new claim detail report will show a negative claim count and negative payment adjustment to previous paid claim that will credit the original charge. A separate line item with the adjusted invoice amount and positive claim count will be included to reflect that the claim has been reprocessed at a new invoice amount.
- b) Heritage will list adjustments on the claim detail report that accompanies the monthly County invoices as the adjustments are processed, and in accordance with the normal invoice cycle timeline. Claims that are adjusted after the close of an invoice cycle will appear on the next regularly scheduled invoice.

ATTACHMENT D - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into between Anderson County Sheriff's Office ("**Covered Entity**") and Heritage Health Solutions, Inc., a Texas corporation. ("**Business Associate**"), with an effective date of _____ ("**Effective Date**"). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**").

RECITALS

A. Covered Entity and Business Associate are parties to an agreement or arrangement pursuant to which Business Associate provides certain services to Covered Entity ("**Services**").

B. In conjunction with Services, Covered Entity may make available to Business Associate Protected Health Information of Individuals, which Business Associate may only Use or Disclose in accordance with this Agreement.

AGREEMENT

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("**Privacy Rule**"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("**Security Rule**"), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D ("**Breach Notification Rule**"), all as amended from time to time.

1. Definitions.

1.1. **Terms Defined in Regulation.** Unless otherwise provided in this Agreement, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Rule, the Security Rule and the Breach Notification Rule.

1.2. **Protected Health Information or PHI.** Protected Health Information ("**PHI**") means PHI that is received from Covered Entity, or created, maintained or transmitted on behalf of Covered Entity, by Business Associate.

2. Uses and Disclosures of Protected Health Information.

2.1. **Performance of Services.** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or Required by Law, and will not further Use or Disclose such PHI.

2.2. **Subcontractors.** Business Associate agrees that, in accordance with 45 C.F.R. § 164.502(e)(1), if Business Associate's Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate, Business Associate will enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.

2.3. **Business Associate Management, Administration and Legal Responsibilities.** Business Associate may Use PHI for Business Associate's management and administration, or to carry

out Business Associate's legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required by Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.

2.4. **Data Aggregation and De-Identification.** Business Associate may Use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate may also de-identify PHI in accordance with 45 C.F.R. § 164.514.

2.5. **Covered Entity Responsibilities.** To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity's compliance with such obligations.

3. **Safeguards for Protected Health Information.**

3.1. **Adequate Safeguards.** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("**ePHI**"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity.

3.2. **Compliance with HIPAA Security Rule.** Business Associate will comply with the applicable requirements of the HIPAA Security Rule.

4. **Reports of Improper Use or Disclosure of Protected Health Information, Security Incidents and Breaches.**

4.1. **Use or Disclosure Not Permitted by This Agreement.** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within ten (10) business days of Business Associate's learning of such Use or Disclosure.

4.2. **Security Incidents.** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within ten (10) business days of Business Associate learning of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of "Security Incident" under the Security Standards is amended to remove the requirement for reporting "unsuccessful" attempts to Use, Disclose, modify or destroy ePHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.

4.3. **Breaches of Unsecured PHI.** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, within ten (10) business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule.

5. **Access to Protected Health Information.**

5.1. **Covered Entity Access.** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will make such PHI available to Covered Entity within ten (10) business days of a request by Covered Entity for access to such PHI.

5.2. **Individual Access.** If an Individual makes a request for access directly to Business Associate, Business Associate will within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request, unless Covered Entity directs Business Associate to do so.

6. **Amendment of Protected Health Information.**

6.1. **Covered Entity Request.** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will provide such PHI to Covered Entity for amendment within ten (10) business days of receiving a request from Covered Entity to amend an Individual's PHI. Alternatively, if Covered Entity's request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds in a Designated Record Set within ten (10) business days of receipt of the Covered Entity's request.

6.2. **Individual Request.** If an Individual makes a request for amendment directly to Business Associate, Business Associate will within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations unless Covered Entity directs Business Associate to do so.

7. **Accounting of Disclosures of Protected Health Information.**

7.1. **Disclosure Records.** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six (6) years from the date of the Disclosure.

7.2. **Data Regarding Disclosures.** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.

7.3. **Provision to Covered Entity.** Within ten (10) business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.

7.4. **Request by Individual.** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual.

24-0094

Business Associate will not provide an accounting of its Disclosures directly to any Individual, unless directed by Covered Entity to do so.

8. Access to Books and Records.

Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary to the extent required for determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule. No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. Termination.

Either party may terminate this Agreement upon the other party's material breach of this Agreement. The non-breaching party will provide the breaching party with written notice of the breach of this Agreement and will afford the breaching party the opportunity to cure the breach to the satisfaction of the non-breaching party within thirty (30) days of the date of such notice. If the breaching party fails to timely cure the breach, as determined by non-breaching party in its sole discretion, the non-breaching party may terminate this Agreement.

10. Return or Destruction of Protected Health Information.

10.1. **Return or Destruction of PHI.** Within thirty (30) days of termination of this Agreement, Business Associate will return to Covered Entity all PHI that Business Associate or its Subcontractors maintain in any form or format. Alternatively, Business Associate may, upon Covered Entity's consent, destroy all such PHI and provide Covered Entity with written documentation of such destruction.

10.2. **Retention of PHI if Return or Destruction is Infeasible.** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within thirty (30) days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the measures that Business Associate will take for assuring the continued confidentiality and security of the PHI. Business Associate will extend all protections, limitations and restrictions of this Agreement to Business Associate's Use or Disclosure of the PHI retained after termination of this Agreement and will limit further Uses or Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible.

11. Miscellaneous.

11.1. **Compliance with Laws.** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

11.2. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule or the Breach Notification Rule issued by HHS.

11.3. **No Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 11.4. **Notices.** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- 11.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Rule, the Security Rule and the Breach Notification Rule, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- 11.6. **Waiver of Default.** The waiver by either party of any one or more breaches or defaults of the other party will not be construed to operate as a waiver of any other future breaches or defaults, either under the same or different terms, conditions, or covenants contained in this Agreement or in written notice pursuant to this Agreement.
- 11.7. **Severability.** In the event any term or provision of this Agreement is rendered invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 11.8. **Written Agreement.** This Agreement will be considered an attachment to the underlying agreement or arrangement and is incorporated as though fully set forth within the underlying agreement or arrangement. This Agreement will govern in the event of conflict or inconsistency with any provision of the underlying agreement or arrangement.
- 11.9. **Counterparts and Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- 11.10. **Choice of Law.** The validity, construction and effect of this Agreement will be governed by the laws of the State of Texas, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Texas.

[Signature Page Follows]

COVERED ENTITY

**ANDERSON COUNTY SHERIFF'S
OFFICE**

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

HERITAGE HEALTH SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Contacts for Notices under this Agreement:

Print Name: _____

Title: _____

Address: _____

Phone: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

24-0095

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is hereby made and provided by HealthPlan Freedom, Inc ("HPF") to Anderson County Detention Center ("Facility").

The purpose of this MOU is to establish a framework of cooperation between Facility and HPF for the purpose of implementing HPF's PRE-TRIIP program. The purpose of the PRE-TRIIP program is to help individuals who are either incarcerated but not yet convicted, or soon to be discharged from the Facility, to understand their health insurance options, identify the best available health insurance option based on the individual's specific healthcare needs and enroll in the best available health insurance plan.

HPF's PRE-TRIIP program is designed to help Facility decrease its spend for external healthcare services by allowing HPF to obtain health insurance for as many Eligible Inmates as possible, pre-trial, but not yet convicted inmates and inmates that are soon to be discharged either by parole, pardon, plea agreement or completion of sentence.

As required condition to participate in HPF's PRE-TRIIP program is that the Facility understands, acknowledges and agrees to all of the following terms and conditions of the program:

- An Eligible Inmate(s) is defined as an inmate in a pre-trial not yet convicted status or an inmate to be released within the next 50 days. *Inmates who are convicted and incarcerated are not eligible for traditional health insurance through HPF's PRE-TRIIP program.*
- For the purposes of HPF's operational planning the Facility projects that ____ pre-trial inmates will be processed on a monthly basis and projects that ____ inmates are expected to be released due to parole, pardon, plea agreement or completion of sentence each month.
- HPF will be allowed a 3 year period in which to exclusively implement and administer our PRE-TRIIP program.
- HPF is NOT LIABLE in any way for services provided in relation to this MOU.
- HPF is in NO WAY assuming any responsibility and is NOT LIABLE for any healthcare expenses for any current or future inmates associated (for any reason) with the Facility. Under no circumstances will HPF be held liable for any healthcare costs incurred by any inmate associated with the Facility.
- HPF is an intermediary with expertise in helping individuals identify, understand and enroll in the best available health insurance option.
- HPF will not charge the Facility, the Sheriff or the associated County for the services provided in relation to this MOU.
- For any inmate enrolled in a health insurance plan, coverage will start the 1st of the month following enrollment.
- HPF's PRE-TRIIP program is subject to changes in state and or federal regulations. HPF has no control over these changes.
- HPF makes no guarantees of any kind with respect to the outcome or performance of services provided in this MOU.
- HPF will provide a PDF copy of materials to be used to create awareness of the PRE-TRIIP program. HPF will provide a dedicated phone number for people to call to speak with one of HPF's Specialists.
- HPF will work with Facility to implement the PRE-TRIIP program to obtain health insurance for the Facility's Eligible Inmate population.
- HPF will maintain compliance with all state and federal regulations governing the services provided in this MOU.
- HPF will appropriately staff its call center with licensed representatives Monday – Friday 8 AM to 5 PM EST.
- HPF will work with the Facility's medical service partner to optimize the impact of enrollments and cost savings.
- HPF will notify Facility of any changes made by governing authorities that will impact the Facility's benefit from the PRE-TRIIP program.
- HPF will collaborate with the Facility to identify and address opportunities for improvement in performance of services provided.

If in agreement with the terms and conditions set forth in this MOU, please sign below return it to HPF.

Anderson County Detention Center

By: _____

Date: _____

Name: _____

Title: _____

Copyright 2023. Confidential Unpublished Property of Health Plan Freedom, Inc

February 2024 Purchasing Agenda

APPROVED AS TO LEGAL FORM
 N. Jay Yeager
 Anderson County Law Director

PRE-TRIIP

Health Insurance
By HealthPlan Freedom

Call us to get qualified for a NO-COST traditional health plan!

866-224-5603

HealthPlan Freedom is pleased to offer high-quality, low-cost health insurance to pre-trial inmates and soon-to-be-released inmates.

WWW.NOCOSTINSURANCE.COM

Plans may include dental & vision coverage as well depending on qualification.

Plans typically include:

- \$0 Office Visit Copay
- \$0 Deductible
- \$0 Generic Drug Copay
- \$0 Annual Physical
- Broad Provider Network
- Include family coverage

** Carriers & Plans vary by state and county.

UNDER HEALTHPLAN FREEDOM'S

PRE-TRIIP PROGRAM

You may qualify for a No Cost Insurance Plan.

Call us today at 866-224-5603, or schedule an appointment on www.nocostinsurance.com to learn about your options.



MESSER

Purchasing Agenda

Financial Group

Health FREEDOM

*Essential Healthcare That Is
Affordable*

24-0045

Who is HealthPlan Freedom?

We are a premier health services organization that specializes in helping people and organizations identify and access the most affordable and highest quality healthcare.

- We are based in Charlotte, NC and have been in business since 2004.
- We work with over 700,000 individuals across the country.
- Have worked with over 5,500+ former inmates
- We have a call center staffed with licensed specialists ready to help people identify their options



Why?

- To help protect correctional facilities from large, unplanned budgetary expenses. We are perfectly positioned as we already offer these insurance programs to society as a whole nationwide.
- Society as a whole benefits if everyone is provided with access to resources necessary to successfully manage their health care needs, especially those with mental health conditions.
- Access to affordable essential healthcare is critical to reducing the high level of anxiety experienced during incarceration and when transitioning back into society.



Typical Monthly Premium & Benefits

February 2024 Purchasing Agenda

Typical Monthly Premium - \$0

Potential Benefits (In Network)

- \$0 Office Visit Copay
- \$20 Specialist Visit Copay
- \$0 Deductible
- \$0 Generic Drug Copay
- Minimal Out of Pocket Maximum \$1,100

***Benefit plans & insurance carriers vary by state, county and individual qualifications criteria

24.0095

How does the process work?

Key Access Points:

- Medical H&P Exam
- Initial Intake

Enrollment Methodologies:

- Enrollment Authorization Form (EAF)
- Dedicated phone line:
(866) 224-5603
- Schedule an appointment through:
www.nocostinsurance.com

Step 1

Inmate asked at Initial Intake or by nurse during H&P visit, "Do you have insurance?"

Step 2

If yes, collect and log insurance information. If no, inmate presented with Enrollment Authorization Form (EAF) to complete and sign. If inmate would prefer phone call then provide immediate opportunity to call our dedicated number listed on EAF.

Step 3

After inmate completes EAF, EAF is scanned and emailed (or form is faxed) to HealthPlan Freedom (MFG). *(Email Preferred)*

Step 4

HealthPlan Freedom receives form, reviews and if qualified, enrolls the inmate into the best available insurance plan.

Step 5

Upon enrollment, inmate's insurance coverage will start the first day of the following month (unless otherwise instructed.) Plan and enrollment information details are sent to the inmate.

Step 6

Each month HealthPlan Freedom will provide a list of enrolled inmates to the jail and their medical service provider (if applicable).

Step 7

After enrollment and effective date of coverage, if inmate needs to get healthcare from a facility outside of the correctional facility, then the insurance information is provided and the healthcare provider will file claim for insurance.

Key Information To Keep In Mind

- This solution is federally subsidized and does not cost the county, Sheriff, or jail anything.
- All policies are effective the 1st of the month following after enrollment. *If enrolled on 9/15, plan will most likely become effective on 10/1.*
- The Federal Program requires each carrier to resubmit their proposed plans and associated cost each year. New plans all start on January 1st. We handle all re-enrollments
- Available plans will vary by county and state. It can be substantial.
- Not everyone will qualify:
 - The monthly premium subsidy and benefit subsidy diminish with higher levels of income. People who make an annual income above the thresholds will not be eligible for any subsidy.
 - We help people over 65 years of age with their Medicare options as well.

Any Questions?

February 2024 Purchasing Agenda

Contact Information:

Chris Baumgartner

423-805-0744

cbaumgartner@messerfinancial.com

240095

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on _____ by and between,
Darin Burnett (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about MARCH 2024, ~~2023~~ and ending on or about MAY 2024, ~~2023~~.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.


Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature


Devin Burnett
Print Full Name

Date: 1/24/24

Address: 8436 Vessel Lane

Perrell, TN 37849

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 1/25/24

Approved as to Form:


County Law Director

Mathspace Pricing Proposal

Anderson County Schools

24-0098

Pricing Overview

Name	Price	QTY	Subtotal
Mathspace TN - Digital Student License (5 years)	\$70.00	1650	\$115,500.00
Total			\$115,500.00

Additional Notes:

License Dates: July 1, 2024 - June 30, 2029

Digital teacher licenses included at no extra charge with purchase of student licenses.

Multi-year discount of 30% on regular price of \$20 per student per year.

Mathspace Inc.

[here](#).

228 Park Ave S, #15992, New York, NY, 10003

[Access our W9 form](#)

24-0098



**ANDERSON COUNTY GOVERNMENT
SOLE SOURCE & EXCLUSIVE RIGHTS
AND LICENSE JUSTIFICATION FORM**

SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT

DATE: 1-25-24

CHECK ONE:

- ☒ **Sole Source** – Product or service(s) is only available from a single vendor or supplier.
- ☐ **Exclusive Rights & License** – Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.
- ☐ **Upgrade or renewal to an existing software system** – Provide information regarding current software system.

Requisition Number: 56074 Requisition Amount: \$ 115,500.00

Vendor Name: Mathspace, Inc.

Vendor Address: 228 Park Ave. S. #15492 New York, NY 10003

Vendor Telephone #: 1-480-630-6425

Requesting Department: Curriculum & Instruction

Requesting Official: Suzi Schmidt

JUSTIFICATION FOR THE REQUEST

**What is the function of this product or service?
Why is it needed? What makes it unique?**

This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC.
ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED. Sole Source purchases that exceed the bid threshold will be
noticed on vendor registry for 10 business days prior to purchase approval.

These math books are the adopted
text of the District and are fully aligned
to state math standards. These materials
are needed to prepare students for graduation.
We purchased 1 year last year and need additional
years.

NOTE: We use the Google test to search for comparable products or services. If found, it is **NOT**
considered a sole source product or service.

24-0098



Mathspace Inc
228 Park Ave. S. #15992
New York, NY
United States
10003-1502
Phone # 480-630-6425

January 10, 2024

To whom it may concern,

This letter is to confirm that Mathspace Inc. is the sole owner and developer of the Mathspace program and all copyrighted content and materials, patentable designs and process, trademarks and all intellectual property used in the program.

This letter also confirms that, although there are multiple authorized resellers who may sell the Mathspace program, all are bound by the same pricing and therefore cannot bid lower than Mathspace Inc.

Best regards,

A handwritten signature in black ink, appearing to read 'M. Jebara', is written above the printed name.

Mohamad Jebara
President



24-0098

vendor registry [powered by](#)

County of Anderson Sealed Solicitation

Title: Sole Source - Mathspace

Deadline: 2/8/2024 4:15 PM (UTC-05:00) Eastern Time (US & Canada)

Status: Open

Description: This is a public notice that the Anderson County Board of Education intends to enter into a sole source purchase with Mathspace for \$115,000.

Documents:

[View Documents](#)

We use cookies to provide you with the best possible experience and to help us better understand how our site is used. We take the protection of your personal data very seriously.

Please see our [Privacy Policy](#) for more details. By continuing to use this site, you consent to our use of cookies



Mathspace Terms and Conditions

Effective date: July 31, 2021

Thank you for visiting our website. This website is owned and operated by Mathspace Inc. (EIN: 35 2505886). By accessing and/or using this website and our services, you agree to these terms and conditions, which include our Privacy Policy (available at <https://mathspace.co/us/privacy-policy> and attached) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website or services if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Mathspace Inc

In these Terms, there are two categories of "subscriber":

1. Personal Users (Learners and parents/guardians who directly subscribe via the Mathspace website with no link to a school); and
2. School Users (Learners, educators and parents or guardians linked to a Mathspace for Schools account purchased by their school).

In the case of a Learner who is not at the time 18 years of age, permission must be sought by that Learner's school or by a parent, tutor, educator, guardian or carer of that Learner before signing up to this website or to use our services.

Who is responsible for what you see and do on Mathspace?

Any information or content publicly posted or privately transmitted through our services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. Mathspace will not be liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it.

Mathspace does not and cannot control the content of posts by individual users. As such, all users and subscribers release Mathspace from all liability unrelated to its actions or omissions which it cannot control and acknowledge that Mathspace does not have a duty to take action regarding how that content is interpreted.

Each subscriber accepts that if Mathspace becomes aware of any posts which may be considered inappropriate, it will remove them immediately without the consent of the user being obtained.

You, as a user, are responsible for the content you contribute to our website. You warrant to keep your registration information accurate and current





Each subscriber maintains that an individual is authorized to any appropriate signature required and acknowledges that it is their responsibility to advise Mathspace within seven (7) days of that information changing in any way including, but not limited to, updating email addresses by means of the relevant link.

Each subscriber will take, and where applicable will ensure that the relevant user takes, all reasonable steps to prevent the user's password becoming known to any other person. The subscriber will advise Mathspace immediately if the subscriber or the relevant user becomes aware of any unauthorized use of the password.

Special provisions / Copyright

Each subscriber acknowledges that any website material is the property of Mathspace and is the copyright of Mathspace. Except as permitted by law or these Terms, the subscriber will not, and where applicable the subscriber will procure that the relevant user will not, allow any other person to use the website or reproduce or otherwise transmit any website material in any way whatsoever without first obtaining the written permission of Mathspace. Mathspace reserves its entitlements under Copyright Law of the United States (Title 17) and Related Laws Contained in Title 17 of the United States Code [For information about Copyright Law of the United States (Title 17) and Related Laws Contained in Title 17 of the United States Code visit <http://www.copyright.gov/title17/>].

An educator user may use website material for classroom instructional purposes such as projecting it onto a whiteboard, displaying it by means of other electronic media or printing it and distributing it to his or her students. However, the use of the website materials by an educator user, for any purpose other than the instruction of the students in their class at a time when their right to use the website materials is current, will constitute a breach of these Terms.

Disputes

Each subscriber and relevant user will resolve any claim, cause of action or dispute it has with us arising out of or relating to these Terms or Mathspace exclusively in the State of New York, and agrees to submit to the exclusive jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of New York will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

Indemnity

Each subscriber agrees to indemnify and hold Mathspace, its affiliates, officers, agents, employees, contractors and partners harmless from and against any and all claims, liabilities, damages, losses and legal costs arising from or in any way related to any third party claims relating to (a) the user's and/or subscriber's use of our services (including any actions taken by a third party using the user's or subscriber's account), and (b) breach of these Terms. In the event of such a claim, suit or action



24-0098



Each subscriber acknowledges that circumstances may exist where damages are not an appropriate remedy and Mathspace is entitled to obtain injunctive relief.

If at any time a subscriber or relevant user is referred through our website to any other publication or information source, that referral will be made by Mathspace in good faith. However, Mathspace accepts no responsibility for any error in the information supplied by such other publication or source.

Payments

There are three products on Mathspace: (1) Mathspace Digital Home Tutor Personal Accounts (2) Waypoints by Mathspace and; (3) Mathspace for Schools. The terms and conditions for each product vary. Please ensure you read the section that is relevant to you.

Each subscriber (on its own behalf and on behalf of the relevant user) acknowledges that Mathspace will collect personal information about subscribers and users which is disclosed in an application for the purposes of the operation of the website and provision of its services, as outlined in our Privacy Policy and authorizes Mathspace to do so.

Mathspace may terminate its arrangements with a subscriber or user immediately if at any time a subscriber or user is in breach of the subscriber's or user's obligations (including as a result of some act or omission by the subscriber or user)

Personal Digital Home Tutor Subscriptions

A personal Digital Home Tutor subscription allows a student to access the eBook, the adaptive learning engine and we will track data on the student's progress. A subscription may be procured through the sign up or within the settings section of the Mathspace product. Subscriptions commence when we make them available to student for the duration of the calendar year. They incur an annual payment.

Credit/Debit card is the only accepted payment method for personal subscriptions. Where applicable, Mathspace will debit the credit card, particulars of which are given in an application, with a subscription fee as identified in the application. All payments are processed through Stripe's secure payment gateway. Mathspace does not directly collect or store any credit card information.

Each subscriber (on its own behalf and on behalf of the relevant user) acknowledges that Mathspace will collect personal information about subscribers and users which is disclosed in an application for the purposes of the operation of the website and provision of its services as outlined in the Privacy Policy, and authorizes Mathspace to do so.



24-0098



some act or omission by the subscriber or user).

Waypoints by Mathspace Subscriptions

Waypoints by Mathspace gives students access to the adaptive assessment engine and we will track data on the student's progress and growth. A Waypoints subscription may be procured through the sign up section of the Mathspace product.

Each subscriber (on its own behalf and on behalf of the relevant user) acknowledges that Mathspace will collect personal information about subscribers and users which is disclosed in an application for the purposes of the operation of the website and provision of its services as outlined in the Privacy Policy, and authorizes Mathspace to do so.

Mathspace may terminate its arrangements with a subscriber or user immediately if at any time a subscriber or user is in breach of the subscriber's or user's obligations (including as a result of some act or omission by the subscriber or user).

Mathspace for Schools Subscriptions

For our school customers we enter into separate / bespoke ordering arrangements. Please note that, in the United States, our services come with guarantees that cannot be excluded under United States consumer law. Nothing in these terms purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Bureau of Consumer Protection and overseen by the Federal Trade Commission (FTC). Any and all other warranties or conditions which are not guaranteed by the Bureau of Consumer Protection and overseen by the Federal Trade Commission (FTC) are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

Termination

Each subscriber and/or user acknowledges that Mathspace is entitled to terminate its arrangement with them for cause if there has been a breach of these Terms, the Privacy Policy or otherwise there is a risk of possible legal exposure for us. You will be notified via email or the next time you attempt to access your account.



24-0698



Any notice given under these Terms must be in writing. Notices given to Mathspace should be forwarded to legal@mathspace.co and notices to be given to a subscriber or user will be forwarded to the email address specified in that person's application.

Mathspace will refund any subscriber payments upon receipt of a written submission from the subscriber that the website or services do not deliver that which they claim to provide. Refunds will not be given where the subscriber is using systems other than those identified in the 'Systems requirements' or where the subscriber is misusing the system.

Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals; or
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

Warranties and disclaimers

To the maximum extent permitted by law, including the laws managed by the Bureau of Consumer Protection and overseen by the Federal Trade Commission (FTC), we make no warranties or representations about this website or its content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result



Liability

24-0098



any direct and indirect loss, damage or expense -- irrespective of the manner in which it occurs -- which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

Reservation of Rights

Mathspace reserves the right to alter its product and pricing systems at any time

Changes and Updates to these Terms

Mathspace will contact users via email of any changes to these terms.

Enquiries

All enquiries and comments regarding these Terms should be made to:

Mathspace Inc.
EIN: 35 2505886
legal@mathspace.co

©2024 MATHSPACE PTY LTD. ALL RIGHTS RESERVED.



24-0098

24-0100

TAX EXEMPT PROPERTY:
(OWNER)
Anderson County
c/o County Mayor
100 N. Main St., Room 208
Clinton, TN 37716

THIS INSTRUMENT PREPARED BY:
N. Jay Yeager, County Law Director
for Anderson County, Tennessee
101 S. Main Street, Suite 310
Clinton, TN 37716

Map/Parcel: 074 054.03 (11 074 074 05403 000)

TENNESSEE WARRANTY DEED

THIS DEED OF CONVEYANCE, executed and delivered by the **City of Clinton, TN**, a governmental entity and chartered municipality of the State of Tennessee, whose address is c/o City of Clinton Mayor, 100 North Bowling Street, Clinton, Tennessee 37716, hereinafter referred to as the “Grantor”, to **Anderson County, TN**, a governmental entity and political subdivision of the State of Tennessee, whose address is c/o County Mayor, 100 North Main Street, Room 208, Clinton, Tennessee 37716, hereinafter referred to as the “Grantee”;

WITNESSETH:

That, for and in consideration of the sum of **Seventy Thousand Dollars and No/One Hundredths (\$70,000.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the approval of the City Council of Clinton, Tennessee, adopted at its regular meeting held on December 15, 2023, the said Grantor has this day bargained and sold and does by these presents hereby sell, transfer, and convey unto the said Grantee, its successors, and assigns, all of its right, title, and interest in and to certain real property situated in the **FIRST (1st) Civil District of Anderson County, Tennessee**, and described more particularly as follows, to-wit:

SITUATE in the First Civil District of Anderson County, Tennessee, within the City of Clinton, Tennessee, and being all of Lot 4R-2 of the Resubdivision of Lot

4 of Carden Farm Industrial Park as shown on the unrecorded final plat of same, and being more particularly described as follows:

BEGINNING on an existing 5/8th inch iron rod with cap (BWSC) in the southeasterly right-of-way line of Carden Farm Drive and approximately 40 feet from the center of said road, said rod marking the southwestern-most corner of the property described and being a corner to property of TVA (Tax Parcel No. 074-060.00), said point of beginning further located North 78° 05' 53" East 466.12 feet from the point of intersection of the rights-of-way of Carden Farm Drive and Norfolk Southern Railway; thence leaving the point of beginning and running with the southeasterly right-of-way of Carden Farm Drive along four (4) bearings and distances as follows: (1) along a curve turning to the left having a delta angle of 10° 14' 24", a radius of 449.28 feet, a tangent of 40.26 feet, an arc of 80.30 feet, and a chord of 80.19 feet at North 25° 42' 28" East to an existing 5/8th inch iron rod with cap (BWSC); (2) North 20° 34' 17" East 339.09 feet to an existing 5/8th inch iron rod with cap (BWSC) (witness existing TVA monument PT# 15-46 at Northing 626,011.6, Easting 2,552,364.8, located South 61°56' 20" West 1,984.94 feet from said rod); (3) along a curve turning to the right having a delta angle of 33° 00' 25", a radius of 676.20 feet, a tangent of 200.34 feet, an arc of 389.54 feet, and a chord of 384.18 feet at North 36° 53' 56" East to an iron rod with cap (CCI) set; and (4) North 53° 34' 43" East 102.52 feet to an iron rod with cap (CCI) set, a corner to lot 4R-1 (property formerly owned by Robert L. Daugherty et ux, Tax Parcel No. 074-054.10); thence leaving the right-of-way of Carden Farm Drive and running with Lot 4R-1, South 36° 25' 17" East 400.37 feet to an iron rod with cap (CCI) set in the property line of TVA (Tax Parcel No. 074-060.00); thence running with the TVA property along three (3) bearings and distances as follows: (1) South 55° 10' 15" West 13.12 feet to an existing 5/8th inch iron rod with punch mark; (2) South 60° 02' 42" West 497.99 feet to an existing 5/8th inch iron rod with cap (BWSC); and (3) South 55° 38' 26" West 318.06 feet an existing 5/8th inch iron rod with cap (BWSC), being the POINT OF BEGINNING, and containing 4.677 acres, more or less, according to the survey of Robert J. Lusby, Jr., RLS No. 1332, of Cannon and Cannon, Inc., dated August 15, 2006, Project No. 231-13.

BEING part of the property conveyed from the United States of America, by and through its legal agent, the Tennessee Valley Authority, to the Town of Clinton, Tennessee, by Special Warranty Deed dated February 15, 1985, and recorded February 15, 1985, in Deed Book E-16, page 610, in the Anderson County Register of Deeds Office.

This property is subject to all applicable land use regulations, easements and restrictions of record in the Anderson County Register's Office, including, without limitation, the Declaration of Restrictive Covenants recorded in Book 1636, Page 1846.

THIS INSTRUMENT HAS BEEN PREPARED SOLELY ON INFORMATION FURNISHED THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER AS TO THE CORRECTNESS OF THE SAME OTHER THAN IT HAS BEEN ACCURATELY

TRANSCRIBED FROM INFORMATION PROVIDED AND THIS INSTRUMENT HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE OPINION.

TO HAVE AND TO HOLD the premises aforesaid, together with all appurtenances, hereditaments and immunities thereto pertaining, unto the said Grantee, and its representatives, successors, and assigns.

GRANTOR COVENANTS with the said Grantee, and its representatives, successors, and assigns: (1) That it is lawfully seized in fee of said premises; (2) That it has a good and perfect right to make this conveyance; (3) That said premises are unencumbered; and (4) That it will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever. Property is exempt from property tax as of the date of transfer.

POSSESSION of the premises shall be given to Grantee with delivery of deed.

IN TESTIMONY WHEREOF, the Grantor has hereunto set its official signature(s), this the ____ day of _____, 2024.

For City of Clinton, Tennessee (Grantor):

City of Clinton, Tennessee

By: _____
Scott Burton, Mayor

.....
STATE OF TENNESSEE
COUNTY OF ANDERSON

Personally appeared before me, the undersigned Notary Public, **Scott Burton**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **Mayor** of the **City of Clinton, Tennessee**, a municipal corporation, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as Mayor.

Witness my hand and official seal at office this ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

.....
Acceptance by Anderson County, TN (Grantee):

Terry Frank, Anderson County Mayor

H. Tyler Mayes, Chair, AC Commission

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared, **Terry Frank, Anderson County Mayor**, an authorized representative and agent of the within named Grantee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she has full legal authority to execute this Warranty Deed on behalf of the Grantee.

Witness my hand and official seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared, **H. Tyler Mayes, Chair, Anderson County Board of Commissioners**, an authorized representative and agent of the within named Grantee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has full legal authority to execute this Warranty Deed on behalf of the Grantee.

Witness my hand and official seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Affidavit of Consideration

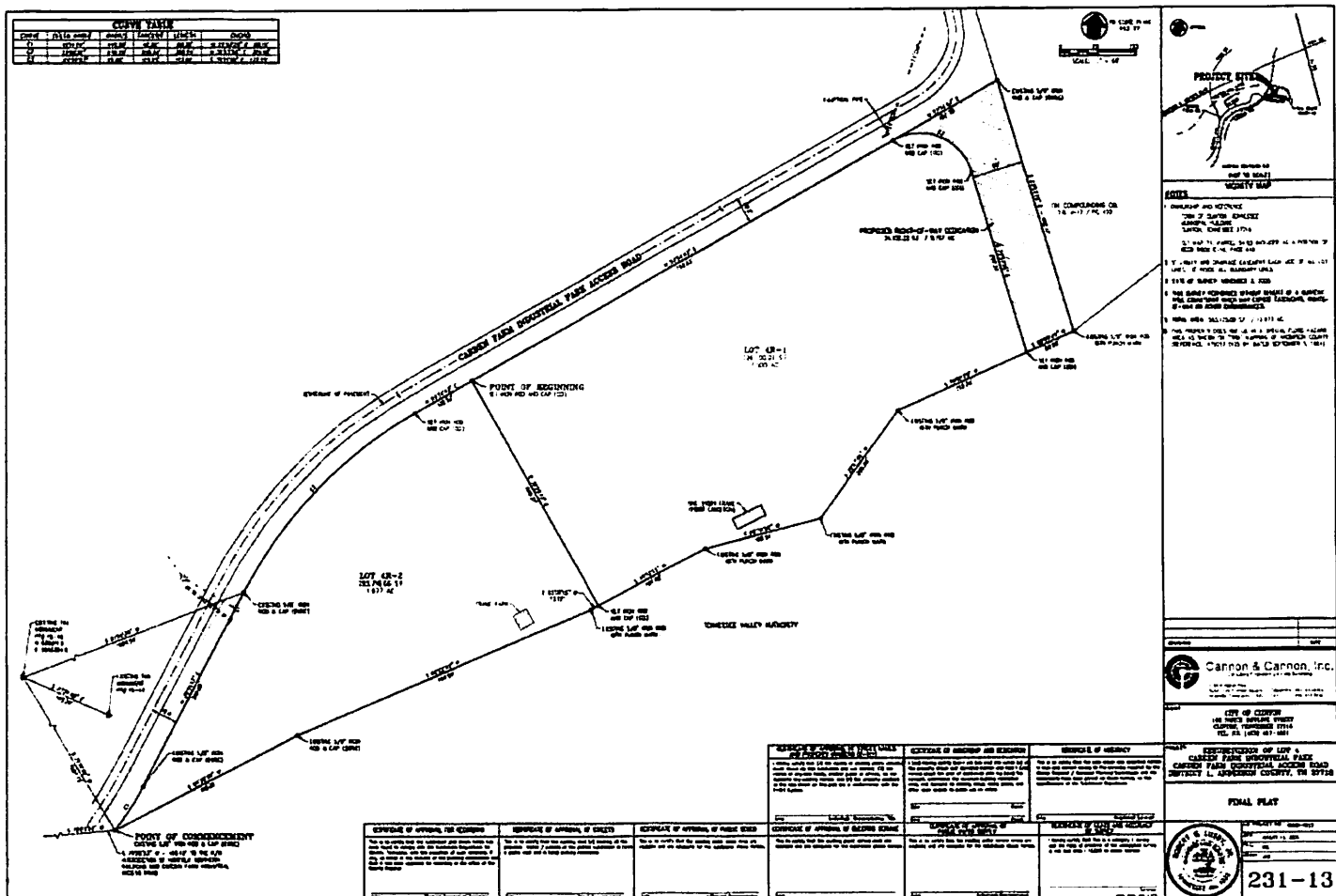
I, or we, hereby swear or affirm, that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$_____ which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____



MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams, Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: February 5, 2024

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed Amendment for processing.

Grant Award Type: VOCA

DGA #: 77706 – VOCA/METH(End-6/30/2028)

Authorized Agency: Anderson County Government

Edison ID#: 50974

County Location: 01000

Category #: VOCA All 93140000 Support Services

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This grant includes indirect costs: ☐ Yes ☒ No

This is a VOCA grant that contains a National Emergency Pandemic Mandatory Match Waiver: ☒ Yes ☐ No

For questions or assistance regarding this contract, please contact **Chelsie Leonard**, at (615) 253-9952 or Chelsie.Leonard@tn.gov

STATE AGENCIES ONLY

Match Source (select all that apply):

☐ Cash

☐ In-kind

☐ Miscellaneous Appropriations

Positions (if applicable):

Number of Full-time: _____


Number of Part-time: _____

POST OBF PROCESSING:

Signed Grant Contract Attached to Edison DGA Transactional Page:

Attached By (Initials): _____

Date Attached: _____

 <h2 style="display: inline; margin-left: 20px;">GRANT AMENDMENT</h2>					
Agency Tracking # NA		Edison ID 50974		Contract # 50974	
					Amendment # 1
Contractor Legal Entity Name Anderson County Government					Edison Vendor ID 4143
Amendment Purpose & Effect(s) Revises Clauses, Revises Budget, Increases Maximum Liability, and Extends Expiration Date					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 6/30/2024	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					+\$200,000.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY24		\$200,000.00			\$200,000.00
FY25		\$200,000.00			\$200,000.00
TOTAL:		\$400,000.00			\$400,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					OCR USE
Speed Chart FA00003360		Account Code County - 71301000			

**AMENDMENT 1
OF GRANT CONTRACT 50974**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twenty-Four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
2. Grant Contract section B.2. is added with the following:
 - B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$400,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A-1 for fiscal year 2024, and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
4. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

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

8. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.
9. Grant Contract Attachment B is deleted in its entirety and replaced with the new attachment B attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective 04/30/2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$151,492.00	\$0.00	\$151,492.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$37,773.00	\$0.00	\$37,773.00
11, 12	Travel, Conferences & Meetings ²	\$3,300.00	\$0.00	\$3,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$2,000.00	\$0.00	\$2,000.00
16	Specific Assistance To Individuals ²	\$1,750.00	\$0.00	\$1,750.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$3,685.00	\$0.00	\$3,685.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.in.gov/content/dam/tn/finance/ccip/Appendix_J_Policy_03_Report.xls)

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: ANDERSON COUNTY GOVERNMENT

FUND SOURCE: VOCA

SOLICITATION NUMBER: FAMILY JUSTICE CENTER

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$52,000/\$23,746 (Annually, 100% time spent on the project, includes taxes, benefits, workers comp)	\$75,746.00
Position 2: CCR Coordinator \$52,000/\$23,746 (Annually, 100% time spent on the project includes taxes, benefits, workers comp)	\$75,746.00
TOTAL	\$151,492.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Lease payment & Utilities assistance	\$26,273.00
Supplies: Client database software, office needs (including but not limited to paper, pens, files, paper towels, toilet paper), emergency cell phones and service plans	\$10,000.00
All Other Items: Printing & Publication, web hosting, gsuite, domain	\$1,500.00
TOTAL	\$37,773.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, visit other FJCs, and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$800 for 12 mo.)	\$1,800.00
Vehicle maintenance	\$1,500.00
TOTAL	\$3,300.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability estimated at \$1,000 annually) (vehicle liability estimated at \$1,000 annually)	\$2,000.00
TOTAL	\$2,000.00

Specific Assistance to Individuals	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services	\$1,750.00
TOTAL	\$1,750.00

Indirect Cost	AMOUNT
Indirect cost associated with the grant	\$3,685.00
TOTAL	\$3,685.00

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes ²	\$151,492.00	\$0.00	\$151,492.00
4. 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5. 6. 7. 8. 9. 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$35,000.00	\$0.00	\$35,000.00
11. 12	Travel, Conferences & Meetings ²	\$4,623.00	\$0.00	\$4,623.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$2,200.00	\$0.00	\$2,200.00
15	Specific Assistance To Individuals ²	\$3,000.00	\$0.00	\$3,000.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$3,685.00	\$0.00	\$3,685.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.in.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: ANDERSON COUNTY GOVERNMENT

FUND SOURCE: VOCA

SOLICITATION NUMBER: FAMILY JUSTICE CENTER

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$52,000/\$23,746 (Annually, 100% time spent on the project, includes taxes, benefits, workers comp)	\$75,746.00
Position 2: CCR Coordinator \$52,000/\$23,746 (Annually, 100% time spent on the project includes taxes, benefits, workers comp)	\$75,746.00
TOTAL	\$151,492.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Lease payment (\$1,000 monthly payment, for 12 months, at 100% charged to the grant) & utilities assistance (Projected maximum electricity \$1,200/month for 12 months)	\$26,400.00
Supplies: Client database software, office needs (including but not limited to paper, pens, files, paper towels, toilet paper), Ring Central phone expenses (\$350/month for 12 months)	\$6,000.00
All Other Items: Printing & Publication, web hosting, gsuite, domain	\$2,600.00
TOTAL	\$35,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, visit other FJCs, and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$900 for 12 mo.)	\$2,100.00
Training and Conferences Implemented by Agency: Estimated cost for staff to host trainings for partners and the community which includes but is not limited to appropriate speaker fees	\$1,023.00
Vehicle maintenance	\$1,500.00
TOTAL	\$4,623.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability estimated at \$1,700 annually) (vehicle liability estimated at \$500 annually)	\$2,200.00
TOTAL	\$2,200.00

Specific Assistance to Individuals	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services, postage, emergency needs, emergency cell phones and service plans (\$500)	\$3,000.00
TOTAL	\$3,000.00

Indirect Cost	AMOUNT
De minimus of Modified Total Direct Costs. Full de minimus amount is not being charged, only \$3,685 expected to be charged to the grant.	\$3,685.00
TOTAL	\$3,685.00

ATTACHMENT B**federal Award identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Anderson County Government
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	2020-V2-GX-0012
Federal award date	9/17/2020
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2019,9/30/2023 Ext:09/30/2024
Subaward (Federal Award) Budget Period Start and End Date	10/1/2019,9/30/2023 Ext:09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16_575; Victims of Crime Act
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's (Sub-Recipient) end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$400,000.00
Total amount of federal funds obligated to the subrecipient	\$400,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$34,273,320.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	FJC
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Chelsie Leonard Chelsie.Leonard@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200 331 for information on type of indirect cost rate)	10%

**ENERGY RELATED SERVICES, ENGINEERING,
AND EQUIPMENT INSTALLATION CONTRACT**

THIS ENERGY RELATED SERVICES, ENGINEERING, AND EQUIPMENT INSTALLATION CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this ____ day of _____, 20____, by and between the Board of Education of Anderson County Schools, Clinton, Tennessee, (hereinafter called "District" or "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, the Owner previously evaluated and selected Contractor, with due consideration given Contractor's recognized competency and integrity in the provision of energy-related services that include both engineering services and the provision of equipment, to implement energy and operational savings measures for the purpose of reducing energy costs in facilities owned by Owner and located in Anderson County, Tennessee (herein the "Facilities") pursuant to Tennessee Code Annotated § 12-4-110 and § 49-2-203;

WHEREAS, following such selection, Contractor and Owner entered into a certain Guaranteed Energy Savings Performance Contract (the "Phase I Contract"), which Phase I Contract achieved Final Acceptance on or about June 10, 2015;

WHEREAS, following Contractor's successful performance under the Phase I Contract, Contractor and Owner entered into a certain Guaranteed Energy Savings Performance Contract (the "Phase 2 Contract"), which Phase 2 Contract achieved Final Acceptance on or about June 10, 2020;

WHEREAS, following Contractor's successful performance under the Phase 2 Contract, Contractor and Owner entered into a certain Energy Related Services, Engineering and Equipment Installation Contract (the "Phase 3 Contract"), which Phase 3 Contract achieved Final Acceptance on or about June 12, 2023.

WHEREAS, Contractor and Owner have a satisfactory existing working relationship for energy-related services and the Owner now desires to expand upon the scope of those services, which are within the technical competency of the Contractor;

WHEREAS, Owner wishes to accept Contractor's proposal to perform a fourth phase of work described in Exhibit A Scope of Work (hereinafter the "Project"), and Owner and Contractor desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

- Schedule 1 - Final Acceptance Certificate
- Schedule 2 - Partial Acceptance Certificate
- Exhibit A - Scope of Work
- Exhibit B - Energy Impact
- Exhibit C - Opinion of Owner's Counsel
- Exhibit D - State Specific Statutory Requirements

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy conservation measures and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this Project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all applicable laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular Facility, or acceptance of the Work, whichever comes first. Owner shall give Contractor written notice of all defective Work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective Work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ESG makes no warranty or representation of any kind regarding reducing, preventing, eliminating or inhibiting the transmission or spread of contaminants or pathogens (including COVID-19 and any other virus) in connection with the Work or services provided under this Agreement. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Work, Contractor shall obtain all required approvals of the installation of the Measures constituting the Work.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Owner Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including reasonable attorneys fees and expenses) that is caused by the sole negligence of an Indemnified Owner Party, nor shall Contractor be held responsible for the concurrent negligence of an Indemnified Owner Party.

Contractor agrees to indemnify, defend and hold Owner, its successors and assigns, and any assignee of Contractor, harmless from the payment of any sum of money whatsoever (including reasonable attorneys fees and expenses) on account of any laborer's, mechanic's, materialmen's or any other lien against Owner's property related to Contractor's performance of the Project, unless the lien is caused by some fault of Owner or some person or entity acting on Owner's behalf.

Owner shall indemnify, defend and hold harmless Contractor, and the agents, officers, shareholders, directors, and employees of Contractor and any assignee of Contractor (herein the "Indemnified Contractor Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorneys fees and expenses) which is caused by the sole negligence of an Indemnified Contractor Party, nor shall Owner be held responsible for the concurrent negligence of an Indemnified Contractor Party.

Contractor acknowledges that the Owner is a political subdivision of the State of Tennessee, and is governed by the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 et seq., for causes of action sounding in tort and, therefore, no contract provision requiring the Owner to indemnify or hold harmless Contractor beyond the liability imposed by law is enforceable because it appropriates money and nullifies governmental immunity without the authorization of the General Assembly of the State of Tennessee.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively "Indemnification") established in this Contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a Performance Bond and Payment Bond, in form acceptable to Owner. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Work that is defective to and including the date of Owner's Final Acceptance of the Work. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will cease effective the date of Owner's Final Acceptance of the Work. Effective immediately after, a Maintenance Bond will be provided for the one-year period commencing on the date of Owner's Final Acceptance of the Work in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Energy Savings Guarantee or any related provisions.

3.5 Energy Savings. The Project will result in energy savings and operational savings, however, Owner has elected not to include an Energy Savings Guarantee and Measurement and Verification Plan in this Agreement.

3.6 Limitation of Liability.

3.6.1 To the extent allowed by Tennessee law, the total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.6.2 Airborne pathogens and/or contaminants may be transmitted in a variety of ways and circumstances, the aspects of which are currently not completely known. The effectiveness of HVAC systems, products, services and other offerings in reducing the spread of pathogens or contaminants (e.g., COVID-19), including through indoor air, has not been tested. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO AIRBORNE PATHOGENS, CONTAMINANTS AND/OR COVID-19 (INCLUDING THE TRANSMISSION, SPREAD OR CONTAMINATION THEREOF) (COLLECTIVELY, "PATHOGEN CLAIMS") AND THE PARTIES HEREBY EXPRESSLY RELEASE EACH OTHER FROM ANY SUCH PATHOGEN CLAIMS.

3.7 Insurance.

3.7.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.7; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that Owner is an additional insured on Contractor's public liability and automobile liability policies. In the event that subcontractors are not covered by Contractor's policies of insurance, each subcontractor shall secure policies of insurance which meet the requirements of this Section 3.7, with consideration given to the value and risk associated with performance of the subcontracted work.

3.7.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

3.8. Builder's Risk Insurance. Contractor shall purchase and maintain a builder's risk insurance policy, providing coverage for the risk of physical loss or damage to the Measures in an amount equal to the completed value of the Work contracted hereunder. This builder's risk insurance policy shall be maintained by Contractor until Substantial Completion of the Work ("Substantial Completion", as used in this Agreement, means that the Work or a designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use). Such builder's risk

insurance policy shall not insure against damage to existing Owner property, but only the Measures installed pursuant to this Agreement. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Substantial Completion of the Work, the proceeds of such insurance shall be utilized by Contractor to repair or replace such Measures. If any of the Measures are damaged or destroyed after Substantial Completion of the Work, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures at its sole cost and expense. The Owner as well as Contractor's subcontractors shall be considered "Additional Insureds," insofar as their interests appear, pursuant to ESG's builder's risk insurance policy.

3.9. Waiver of Rights Relating to Insurance.

Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage to property arising during the Project by reason of fire or other casualty or any other risk or cause which is or which is required to be insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party. Because the provisions of this paragraph are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurer or any other person, each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

4. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon installation of such equipment and materials to Owner's Facilities. Title to a Measure shall vest with Owner upon the earlier occurrence of (i) installation and payment for such Measure(s) to Contractor; (ii) the Owner's written acceptance of a particular Measure or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"); or (iii) the Owner's written acceptance of the entire Project in the form of Schedule 1 (the Owner's "Final Acceptance Certificate"). It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

Owner shall be responsible for operating and maintaining all Measures that are installed. Owner shall also be responsible for any real or personal property taxes related to the ECMs. Further, Owner represents that it is a governmental entity and that it will cooperate with Contractor and will provide the same with appropriate documentation so that the Contractor may establish that it shall not be required to pay taxes, fees, assessments, or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs installed during this Project.

4.1 Apportionment of Fault. Contractor acknowledges that Owner is self-insured and is governed by the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 et seq.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the Work necessary for the completion of the Project, Owner shall pay Contractor the sum of One Million Eight Hundred Fifty-Four Thousand Dollars (\$1,854,000.00) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

5.2.1 Applications for Payment. Payment of the Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of the Work, except that Contractor shall be paid an "Initial Payment" equal to 10% of the Contract Price, which shall compensate Contractor for preconstruction work and services performed at Contractor's sole cost and risk prior to the execution of this Agreement. The request for such Initial Payment shall be submitted to Owner upon the execution and delivery of this Agreement. Contractor shall not submit to Owner any additional invoices until such time as Contractor has performed Work with a cumulative value in excess of the Initial Payment described herein.

With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner.

Owner shall pay or cause to be paid invoice for such payments within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or the entire Project is substantially complete, it shall notify Owner that such ECM, Facility or the entire Project is ready for inspection and acceptance (or, ESG's "Notice of Substantial Completion"). Within five business days following such notification, the Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or the entire Project, as the case may be, is free from defects and that the installation of the ECM, Facility, or the entire Project, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or the entire Project, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or the entire Project, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List agreed to by Owner and Contractor by a date 30 days following Owner's submission of the agreed to Punch List (herein the "Completion Date"), Owner shall have the right to order Contractor to stop any further work in respect of the particular ECM, Facility, or the entire Project, as the case may be, and Owner shall be entitled to complete the Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the Punch List and Owner shall have the right to deduct all such costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Periodically during the performance of the Project, the Owner agrees to provide Contractor with written notice of the Owner's acceptance of a particular ECM or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"). Following

Contractor's completion of all Work and completion of the agreed to Punch List, Owner agrees to provide Contractor prompt written notice of its acceptance of the entire Project by executing and delivering Schedule 1 to the Contractor (the Owner's "Final Acceptance Certificate") upon satisfaction of the following conditions:

- A. Contractor shall have completed the agreed to Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;
- B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with a particular ECM or Facility have been or will be promptly paid; and
- C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the agreed to Punch List, the date of Final Acceptance shall be extended to the date upon which the Project is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

5.2.3 Final Payment. Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 10 calendar days after the date Owner delivers a signed Schedule 1 to the Contractor, signifying the Owner's Final Acceptance of the entire Project.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

7. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by Owner. It shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

8. Termination.

8.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after 30 days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the Work to be done under this Contract, to use all materials of Contractor available for such Work, and to employ any other person or persons to finish the Work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by Owner in finishing the Work, such excess shall be paid by Owner to Contractor, but if such expense shall exceed such unpaid balance, Contractor shall pay the excess to Owner. The expenses incurred by Owner as herein provided, either for the furnishing of materials or for finishing the Work, and any damage incurred through such fault of Contractor shall be certified by Owner, and payment shall be made upon such certification.

8.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop Work. The Parties agree Owner's withholding of payments that are disputed shall not constitute a failure to perform a material term or condition of this Agreement. If Contractor elects to stop Work, Contractor shall not be required to recommence Work until such time as Owner has completely remedied its breach.

9. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, including but not limited to, an act of god; war (declared or undeclared); sabotage; riot; epidemic/pandemic or quarantine; government action; insurrection; civil unrest or disturbance; terrorism; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought;

the binding order of any governmental authority; or the failure to act on the part of any governmental authority, then the time herein fixed for the completion of Contractor's obligations specified in the Agreement shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

10. Contractor to Furnish Required Statements. Contractor shall provide all statements, affidavits, waivers, and other instruments required by applicable state or federal law or regulation or by applicable local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

11. Nondiscrimination in Hiring Employees.

A. Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual orientation, gender identity, disability, national origin, or ancestry or military status. Breach of this provision may be regarded as a material breach of this Contract.

B. Since this Contract involves the construction, alteration, or repair of a public building or public work, Contractor agrees:

(1) That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, Contractor, subcontractor or any person acting on behalf of Contractor or subcontractor shall not, by reason of race, religion, color, sex, sexual orientation, gender identity, national origin, or ancestry, discriminate against any citizen of the State of Tennessee who is qualified and available to perform the Work to which the employment relates. Further, Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the

performance of Work under this Contract on account of race, religion, color, sex, sexual orientation, gender identity, national origin, or ancestry.

12. Miscellaneous Provisions.

12.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. Any dispute arises out of or related to this Agreement, the Facilities, the ECMs or the Project shall be determined by a court of competent jurisdiction in Knox County, Tennessee. The parties hereby submit to the personal jurisdiction of such courts and waive any objections or defenses thereto.

12.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Dr. Tim Parrott, Director of Schools
Anderson County Schools
101 South Main St, Suite 500
Clinton, Tennessee 37716
E: [Insert email address]

If to Contractor: Steven C. Craig, President
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Geoff Wilde, Vice President, Chief Financial Officer
 Energy Systems Group, LLC
 9877 Eastgate Court
 Newburgh, IN 47630
 P: (812) 492-3754
 E: gwilde@energysystemsgroup.com

12.3. Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

12.4. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage.

12.5. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the equipment without first obtaining the other party's written consent. Subject to the foregoing,

this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12.6. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

12.7. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damage for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

12.8. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the Work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

12.9. Hazardous Materials. Prior to the performance of Work, the Owner provided to Contractor a Hazardous Materials report, which Contractor evaluated in the development of its Scope of Work. If during the performance of the services related to the Project, the presence of Hazardous Materials not otherwise expressly referenced within Contractor's Hazardous Material Evaluation is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all Work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements

for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the Work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities, including, without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

12.10. Background Checks. For any Work to be performed on or about the Owner's Facilities that are also school grounds, Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee St. § 49-5-413, which requires contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for its own employees prior to permitting the employee to have contact with students or enter school grounds when students are present.

12.11 Dispute Resolution. Any claims, dispute and/or other matters in controversy which arise out of or are related to this Agreement, or the performance or breach thereof, or the relationship of the parties hereto, may be submitted to and decided by a court of competent jurisdiction only after an in-person mediation is conducted in good faith between the parties. Such mediation shall be overseen by a mutually agreed upon mediator, and the mediator's fee shall be split equally between the parties. The mediator selected by the parties must be duly authorized pursuant to Rule 31, Section 14 of Tennessee Supreme Court Rules as a mediator approved by the Tennessee Alternative Dispute Resolution Commission. If the parties are unable to agree upon the selection of a mediator, either party may petition a court of competent jurisdiction to nominate such person in conformance with Section 4 of Rule 31 of the Tennessee Supreme Court Rules.

12.12. Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner in no event later than 21 days after first observance of the conditions

and, if appropriate, the Contract Price and/or Contract Time, shall be adjusted by Change Order signed by both parties.

12.13. Approvals. Owner has obtained any and all approvals, waivers, and other instruments required by applicable state or federal departments or agencies with respect to the funding sources Owner intends to use to pay for the Work under this Agreement. Owner's failure or inability to comply with any requirements related to the funding shall not diminish or excuse Owner's obligation to pay ESG for the Work in accordance with the terms of this Agreement.

12.14. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

12.15. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

12.16. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

12.17. Review by Counsel. This Contract has been reviewed by counsel selected by the Owner, who has issued an opinion consistent with the form Opinion of Owner's Counsel, identified within Exhibit C, hereto.

12.18. Authority to Execute Contract. This Contract is executed by Owner pursuant to a resolution of Owner duly adopted at its regular meeting called and held on the 11th day of January, 2024.

12.19. Signatories' Authority. The individuals below have the power and authority to execute this Agreement on behalf of the entities they represent.

[Remainder of page intentionally left blank; signature page to follow.]

ANDERSON COUNTY SCHOOLS, TENNESSEE

By _____

Its _____

ENERGY SYSTEMS GROUP, LLC

By _____

Its _____

SCHEDULE 1

FINAL ACCEPTANCE CERTIFICATE

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Energy Related Services, Engineering, and Equipment Installation Contract, dated as of _____, 20____ (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Anderson County Schools (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The entire Project (as defined in the Agreement) has been delivered, installed, and accepted as of _____ (the "Final Acceptance Date").

Owner has conducted such inspection and/or testing of the entire Project, as it deems necessary and appropriate, and hereby acknowledges that it accepts the entire Project for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

ANDERSON COUNTY SCHOOLS, TENNESSEE

By: _____

Its: _____

Date: _____

Anderson County Schools (TN) Ph 4 – TRI00025

SCHEDULE 2

PARTIAL ACCEPTANCE CERTIFICATE

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Energy Related Services, Engineering, and Equipment Installation Contract, dated as of _____, 20____ (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Anderson County Schools (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), Facility (or Facilities), as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of _____ (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), Facility, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), Facility, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

ANDERSON COUNTY SCHOOLS, TENNESSEE

By: _____

Its: _____

Date: _____

Anderson County Schools (TN) Ph 4 – TRI00025

EXHIBIT A

SCOPE OF WORK

General Provisions

1. ESG will provide all labor and materials to install the items specifically listed in the following scope of work. Items that are not specifically listed in this Scope of Work are not included in the Project.
2. Equipment submittals will be provided to the Owner for review and comment prior to the Contractor ordering equipment.
3. Contractor will be responsible to secure all local construction permits; provided, if a permit requires information maintained by the Owner and not otherwise easily attained by Contractor, the Owner agrees to provide reasonable assistance in retrieving or providing information to the Contractor.
4. Unless specified otherwise within this scope, existing equipment or material removed by the Contractor in order to achieve the Work will become property of the Contractor once removed from the Owner's Facilities. Contractor shall properly dispose all such equipment or material.
5. If at any time during performance of the Work the presence of hazardous materials is discovered or reasonably suspected, work will stop in that area and the Owner will be notified. The Owner will be responsible for the abatement of any hazardous material discovered during construction.
6. ESG will produce maintenance and operating manuals for all work listed in this scope. These manuals will document all equipment installed, provide manufacturer's operating and maintenance details, include any as-built drawings required for installation and define manufacturers' warranty provisions and instructions. ESG will provide the O&M manuals in electronic format.
7. ESG will provide training for the work listed in this scope. This training will transfer at minimum the information required for the inspection, maintenance and operation of installed equipment including the timing of and scope of inspections, needed and recommended routine maintenance, and proper operation of all installed equipment.
8. Abbreviations used in this scope of work
 - a. WWTP – Wastewater Treatment Plant
 - b. NPDES – National Pollutant Discharge Elimination System
 - c. TDEC – Tennessee Department of Environment and Conservation
 - d. MBBR – Moving Bed Biofilm Reactor
 - e. BES – Briceville Elementary School
 - f. DVES – Dutch Valley Elementary School
 - g. GPD – Gallons Per Day

The following attachments will support this exhibit:

Attachment #1: Septic System

Attachment #2: Lockdown Notification

Attachment #3: Mechanical

Attachment #4: Manufacturer's Warranty and Product Specifications

The Scope of Work includes the following:

BES Wastewater Treatment Plant

DVES Septic System

Security Window Film

Lockdown Notification System

Lake City Elementary School Mechanical

BRICEVILLE ELEMENTARY SCHOOL ("BES") WASTEWATER TREATMENT PLANT

Future plant replacement preparation:

ESG has investigated a septic system design with the necessary preliminary soil testing to determine if this would be a viable option at BES. The soil testing results proved that a septic field was not an option for this facility. Therefore, ESG has performed preliminary engineering of a new package waste water treatment plant for Briceville Elementary School. This preliminary plant design and associated site investigation work will help prepare the Owner for replacement of the current WWTP if at some point in the future it is determined that the current plant no longer functions acceptably or meets TDEC requirements for permitting. This preliminary engineering design will be completed and provided as a preliminary design report.

Current Plant Inspection:

- The existing plant will be pumped out and an inspection of the key electrical and mechanical components of the plant will be completed and a report presented to the Owner. Inspection will be coordinated with the Owner as zero flow from the school and library will be required to perform inspection. Included in the report will be recommendations on the most cost-effective way to address plant deficiencies.

DUTCH VALLEY ELEMENTARY SCHOOL SEPTIC SYSTEM

ESG will install a new septic system in place of the existing wastewater treatment plant at Dutch Valley Elementary School. Refer to **Exhibit A - Attachment #1: Septic System** for additional details and a list of the equipment included in this project.

Summary of installation:

1. Soil testing and design
2. Earthwork
3. Piping and pumping
4. Startup and commissioning
5. Existing plant will be de-commissioned and to remain as the reserve per design requirements of TDEC.
 - a. The Owner will need to continue to have the NPDES permit required for this plant although zero flow reports can be submitted by the Owner.

The Dutch Valley Elementary School septic system will be designed to meet TDEC requirements for school discharge for the projected 225-person school capacity. The septic system selection will be based on soil characteristics and site availability.

System design is dependent upon TDEC approval. If modifications are required by TDEC in the approval process from what is proposed herein ESG reserves the right to adjust price and scope based on TDEC modifications.

SECURITY WINDOW FILM

Basis of design: 3M Safety and Security Film Ultra Night Vision S25 (25% light transmittance reflective tint) & Impact Protection Adhesive

ESG will install the product on the interior surface of glass of select windows and doors listed below. A quarter inch bead of impact protection adhesive will be applied around the edge of the new security film attaching it to the window frame and covering the existing window caulk or seal.

Stickers, decals, or other decoration on the interior surface of window will be removed by the District prior to installation. Anything obstructing access to glass will be removed by the District. ESG is not responsible for damaged items left on or in front of the surface of window at the time of installation.

The 3M Safety and Security Film Ultra Night Vision S25 provided is described in Exhibit A - Attachment 4. The manufacturer's warranty in Attachment 4 will be provided direct from the manufacturer, Owner will contact the manufacturer for all warranty issues. ESG shall not be responsible for the effectiveness or ability of the window film to perform as designed.

This scope does not include abatement of asbestos, lead, or other hazardous material. The adhesive will be applied to the existing frame, caulk and/or seal and ESG shall not be responsible in the event the caulk or seal is disturbed.

Any non-glass surfaces are excluded including but not limited to plexiglass, fiberglass panels, clear plastic sheets, cracked glass.

Windows and doors seven feet and below at the following facilities totaling the below quantities.

Total Number of Doors – 507
Total Number of Windows - 2,542

Anderson High School	Dutch Valley Elementary
Anderson County Career and Tech Center	Fairview Elementary
Clinch River Community School	Grand Oaks Elementary
Andersonville Elementary	Lake City Elementary
Briceville Elementary	Lake City Middle
Claxton Elementary	Norris Elementary
Clinton High	Norris Middle
Clinton Middle	Norwood Elementary
	Norwood Middle

LOCKDOWN NOTIFICATION SYSTEM

ESG will install a lockdown notification system at each of the below facilities:

Anderson High School	Dutch Valley Elementary
Anderson County Career and Tech Center	Fairview Elementary
Clinch River Community School	Grand Oaks Elementary
Andersonville Elementary	Lake City Elementary
Briceville Elementary	Lake City Middle
Claxton Elementary	Norris Elementary
Clinton High	Norris Middle
Clinton Middle	Norwood Elementary
	Norwood Middle

ESG will install blue lights at each school per included floor plans in **Exhibit A - Attachment 2: Lockdown Notification**.

ESG will install a single panic button in the front office of each school.

The panic button will be hardwired to the Continental door access system along with other associated work. The panic button will initiate a predetermined threat level as defined by the District and according to the door access procedures which have been defined by the District within the Continental Access Control System.

Based on the District's security protocols, blue lights will be activated when a panic button is depressed or a threat level in the Access Control System is activated. The system will be integrated with the PA system to play a pre recorded message or messages.

Additionally, the system will integrate with an automated dialing system to contact law enforcement resources.

ESG is not responsible for the operation of the Lockdown Notification System and shall not be responsible for any failure of the system to operate as intended. ESG is not responsible for any

sequence of operation as it pertains to Security Protocols. Upon completion and final acceptance of the installation, the hardware, software, controls, maintenance, operation, and testing will be the full responsibility of the District as it pertains to security.

LAKE CITY ELEMENTARY SCHOOL MECHANICAL

ESG will complete HVAC upgrades at Lake City Elementary School.

1. Lake City Elementary School

- a. Furnish and install Qty. 2 new heat pump mini-split systems.
- b. Drain water from existing fan coil units.
- c. Abandon existing fan coil units and pipe in place.
- d. Insulate and seal outdoor air vent.
- e. Valve off hydronic piping to wing with existing isolation valve.
- f. Drain water from wing for freeze protection.
- g. See **Exhibit A – Attachment #3: Mechanical** for additional details.

ATTACHMENTS TO EXHIBIT A

The following Attachments to Exhibit A are included as separate attachments:

Attachment 1 – Septic System

Attachment 2 – Lockdown Notification

Attachment 3 – Mechanical

Attachment 4 – Manufacturer's Warranty and Product Specifications

EXHIBIT B**ENERGY IMPACT**

In consideration of the magnitude of the net expected impact on energy consumption of this Project, the Owner has agreed that savings will not be calculated. As Owner has an ongoing Guarantee for previous phases of work (Phase 1 and Phase 2), in which savings are measured using utility bills, any impact on energy consumption may appear in the verified savings for these prior projects. As the impact of the ECMs in the prior Phase 3 and this Phase 4 are small, ESG and Owner plan not to include Non-Routine Adjustments for these changes in the Phase 1 and 2 savings verification. If the scope is changed such that there is a greater than anticipated impact on energy consumption, Non-Routine Adjustments may be discussed and applied as appropriate.

Anticipated energy impact of each measure in this Phase 4:

Briceville Elementary Wastewater Treatment Plant

Utility increases or decreases are not expected as a result of this scope of work.

Dutch Valley Elementary Septic System

The new septic system will be designed to operate more efficiently than the current wastewater treatment plant, however, in the event it is necessary to add a lift station, it will increase the number of pumps. Although the new system should result in operating cost reductions, the potential addition of a pump may reduce the energy efficiency gains to approximately the same energy consumption as the pre-existing condition.

Security Window Film

This measure is expected to decrease energy consumption, as the addition of window film will increase the thermal barrier. Savings are expected to be small relative to the energy consumption of the facilities and savings from prior phases.

Lockdown Notification System

This measure is being installed for safety purposes, and is expected to have negligible energy impact. While additional electrical equipment is being installed, (i.e., blue LED warning lights) the hours for which these will be on annually make the additional energy consumed by this equipment negligible.

Lake City Elementary School Mechanical

This measure is expected to reduce energy consumption. Due to the limited nature of this scope, the savings are expected to be small compared to previous savings at the facility.

ESG and Owner are both aware that these changes may impact energy consumption. As ESG and Owner have ongoing Measurement & Verification utilizing utility bills for the affected facilities, the Measures installed may affect Verified Savings related to Phases 1 and 2. ESG and Owner agree the magnitude of the impact of this Phase 4 relative to the savings for Phase 1 and 2 is such that any additional savings Owner receives as a benefit of this project may be shown as savings in the Phase 1 and Phase 2 Energy Services Guarantee Report.

[Remainder of page intentionally left blank; signature page to follow.]

ANDERSON COUNTY SCHOOLS, TENNESSEE

By _____

Its _____

ENERGY SYSTEMS GROUP, LLC

By _____

Its _____

EXHIBIT C**OPINION OF OWNER'S COUNSEL
(TO BE TYPED ON COUNSEL'S LETTERHEAD)**

Energy Systems Group, LLC
And Its Assignee
9877 Eastgate Court
Newburgh, IN 47630

Ladies and Gentlemen:

I am counsel for the Anderson County Schools, Tennessee ("Owner"). In order to render this opinion I have reviewed the Energy Related Services, Engineering, and Equipment Installation Contract (the "Agreement"), dated as of _____, 20____ between Owner and Energy Systems Group, LLC ("Contractor"), and other documents and instruments related to the Agreement or otherwise necessary to render this opinion, as well as all proceedings taken by Owner in connection with the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Based upon the foregoing it is my opinion that:

1. Owner is a duly organized and validly existing political subdivision of the State of Tennessee and is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and related regulations and rulings.
2. Owner has the power and authority to execute and perform the Agreement and to purchase ECMs from Contractor thereunder.
3. The Agreement and related instruments and documents:
 - (a) Have been duly authorized by appropriate resolutions;
 - (b) Do not contravene and will not violate or result in a default under any charter, certificate of incorporation, by-laws, indenture, or any other agreement or instrument by which Owner or its property is bound or to which Owner is a party;
 - (c) Meets the requirements of and complies with all applicable laws, rules, codes, ordinances, and regulations, including, without limitation, applicable federal uniform grant and procurement requirements.
 - (d) The Agreement has been duly executed by the duly authorized officers of Owner, and does and will constitute the legal, valid, and binding obligations of Owner enforceable against Owner in accordance with their respective terms.
4. No approval or consent is required from any governmental authority with respect to the entering into or performance by Owner of the Agreement and the transactions contemplated thereby or if any such approval is required it has been duly obtained.
5. No litigation or other proceedings are pending or, to the best of my knowledge, threatened against Owner which would adversely affect Owner's legal title to the ECMs or, if decided adversely to Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

EXHIBIT D

STATE SPECIFIC STATUTORY REQUIREMENTS

Owner and Contractor agree that the following statutory requirements shall be applicable to this Agreement:

1. Pursuant to Tennessee Code Annotated § 12-4-110 and § 49-2-203, Owner is authorized to enter into contracts that include both engineering services and equipment, and have as their purpose the reduction of energy costs in public facilities, which contracts shall be awarded on the basis of recognized competence and integrity and shall not be competitively bid.
2. Owner represents and warrants that it has retained Contractor, has a satisfactory working relationship with Contractor and is entering into this Agreement in compliance with all the requirements specified in Tennessee Code Annotated § 49-2-203 and § 12-4-110, as applicable.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of February in the year Two Thousand and Twenty-Four
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Anderson County School Board
101 S. Main Street
Clinton, TN 37716

and the Architect:
(Name, legal status, address, and other information)

MBI Companies, Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

for the following Project:
(Name, location, and detailed description)

A new school for: Claxton Elementary School
105 Fellowship Lane
Powell, TN 37849
MBI Comm. Number: 230042-02

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/06/2024 under Order No.4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

February 2024 Purchasing Agenda

(1783256690)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A new STEM elementary school of 124,000 sf +/- to include 4 classrooms each for K-5, Administration area, Cafeteria, Gymnasium, Auditorium, Media Center, CDC, STEM, Art, Music, Daycare, and common core.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Claxton Elementary School will be located at 105 Fellowship Lane, Powell, TN 37849. The auditorium and possibly the cafeteria/kitchen of the existing church will remain and the rest of the buildings will be demolished.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line-item breakdown.)

Twenty Million Dollars (\$20,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/08/2024 under Order No.4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

.1 Design phase milestone dates, if any:

Contract Review and Approval	February 16, 2024
Preliminary Design Package:	March 1, 2024- March 29, 2024
(This will include the Program Document, Spatial Block Diagrams, and Engineering Narratives)	
Schematic Design Package:	April 1, 2024- May 22, 2024
Design Development Package:	May 27, 2024- July 26, 2024
Construction Document Package:	July 29, 2024- November 18, 2024

.2 Construction commencement date:**.3 Substantial Completion date or dates:****.4 Other milestone dates:**

Twenty four to thirty four months (approximately July 2026)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify methods such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Clay McKamey
101 S Main Street
Clinton, TN
865-388-7814

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Init.

.1 Geotechnical Engineer:

S & ME Inc.
6515 Nightingale Ln
Knoxville, TN 37909

.2 Civil Engineer:

Chris Triko
299 N. Weisgarber Road
Knoxville, TN 3719
865-584-0999

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Danielle Hemsley
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999
danielleh@mbicompanies.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:**.1 Structural Engineer:**

Nick Deal
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

.2 Mechanical Engineer:

John Buchanan
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

.3 Electrical Engineer:

Mark Newlin
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than State required (\$) each accident, State required (\$) each employee, and State required (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

Init.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Init.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Init.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect / Owner

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect / Owner
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Init.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

Init.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty Six (36) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements within ten (10) days after receipt of written request from the Architect, the Owner shall furnish the requested information.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

Init.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

Init.

are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Init.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

Init.

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/06/2024 under Order No.4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1783256690)

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six percent (6%) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fees for Supplemental Services will be billed at the Architects Hourly Rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fees for Additional Services will be billed at the Architects Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/06/2024 under Order No.4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.
User Notes:

20

(1783256680)

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty five	percent (	25	%)
Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	twenty	percent (	20	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Administrative Assistant / Accounting	\$ 75.00
CAD Technician	\$ 112.00
CAD Technician Designer	\$ 132.00
Architect / Engineer – Intern	\$ 140.00
Architect / Engineer – Registered	\$ 160.00
Architect / Engineer – Registered II	\$ 178.00
Interior Designer	\$ 146.00
Project Manager	\$ 150.00
Principal / Surveyor	\$ 198.00
Senior Principal	\$ 215.00

*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

Init.

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly 12% APR

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limitation of Liability. In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/08/2024 under Order No.4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1783256690)

arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

§ 12.2 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

Code Compliance: Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

§ 12.3 Betterment: If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

§ 12.4 Certificate of Merit: The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/08/2024 under Order No.4104248304 which expires on 01/10/2025. is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1783256690)

- [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

Anderson County Schools

MBI Companies Inc.

OWNER (Signature)

ARCHITECT (Signature)

Dr. Tim Parrott, Ed.D.

Erin Harlow, AIA, Vice President-Architecture

(Printed name and title)

(Printed name, title, and license number, if required)

MBI Companies Inc.

ARCHITECT (Signature)

M. Edward Jett, PE, SE, CEO

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:08:38 ET on 02/06/2024.

PAGE 1

AGREEMENT made as of the First day of February in the year Two Thousand and Twenty-Four
(In words, indicate day, ~~month~~ month, and year.)

...

(Name, legal status, ~~address~~ address, and other information)

Anderson County School Board
101 S. Main Street
Clinton, TN 37716

...

(Name, legal status, ~~address~~ address, and other information)

MBI Companies, Inc.
299 N. Weisgarber Road
Knoxville, TN 37919

...

(Name, ~~location~~ location, and detailed description)

A new school for: Claxton Elementary School
105 Fellowship Lane
Powell, TN 37849
MBI Comm. Number: 230042-02
PAGE 2

A new STEM elementary school of 124,000 sf +/- to include 4 classrooms each for K-5, Administration area, Cafeteria, Gymnasium, Auditorium, Media Center, CDC, STEM, Art, Music, Daycare, and common core.

...

Claxton Elementary School will be located at 105 Fellowship Lane, Powell, TN 37849. The auditorium and possibly the cafeteria/kitchen of the existing church will remain and the rest of the buildings will be demolished.

...

(Provide total and, if known, a ~~line-item~~ line-item breakdown.)

Twenty Million Dollars (\$20,000,000.00)

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:38 ET on 02/06/2024 under Order No. 4104248304 which expires on 01/10/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. User Notes: (1783256690)

PAGE 3

<u>Contract Review and Approval</u>	<u>February 16, 2024</u>
<u>Preliminary Design Package:</u>	<u>March 1, 2024- March 29, 2024</u>
<u>(This will include the Program Document, Spatial Block Diagrams, and Engineering Narratives)</u>	
<u>Schematic Design Package:</u>	<u>April 1, 2024- May 22, 2024</u>
<u>Design Development Package:</u>	<u>May 27, 2024- July 26, 2024</u>
<u>Construction Document Package:</u>	<u>July 29, 2024- November 18, 2024</u>

...

Twenty four to thirty four months (approximately July 2026)

...

(Identify ~~method~~ methods such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

...

Clay McKamey
101 S Main Street
Clinton, TN
865-388-7814
 PAGE 4

S & ME Inc.
6515 Nightingale Ln
Knoxville, TN 37909

...

Chris Triko
299 N. Weisgarber Road
Knoxville, TN 3719
865-584-0999

...

Danielle Hemsley
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999
danielleh@mbicompanies.com

...

Nick Deal
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

...

John Buchanan
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

...

Mark Newlin
299 N. Weisgarber Road
Knoxville, TN 37919
865-584-0999

PAGE 5

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially ~~change change~~, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement~~, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$) one million dollars (\$ 1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, ~~maintenance~~ maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than State required (\$) each accident, State required (\$) each employee, and State required (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, ~~errors errors~~, and omissions in the performance of professional services with policy limits of not less than ~~(\$) per claim and (\$) one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00)~~ in the aggregate.

PAGE 7

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner~~, Owner and request the Owner's approval.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical~~ mechanical, and electrical

systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, ~~Supplementary~~, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and ~~Specifications~~, Specifications and may include bidding requirements and sample forms.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and, and~~ (4) awarding and preparing contracts for construction.

PAGE 9

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, ~~sequences~~ sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

PAGE 10

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, ~~sequences~~ sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 11

§ 4.1.1.1 Programming	<u>Architect / Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>
§ 4.1.1.4 Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>N/A</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>N/A</u>

§ 4.1.1.13 On-site project representation	<u>N/A</u>
§ 4.1.1.14 Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15 As-designed record drawings	<u>N/A</u>
§ 4.1.1.16 As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect / Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23 Commissioning	<u>N/A</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25 Fast-track design services	<u>N/A</u>
§ 4.1.1.26 Multiple bid packages	<u>N/A</u>
§ 4.1.1.27 Historic preservation	<u>N/A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30 Other Supplemental Services	<u>N/A</u>

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty Six (36) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements~~. requirements within ten (10) days after receipt of written request from the Architect, the Owner shall furnish the requested information.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; ~~and~~ and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal ~~limitations-limitations~~, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this ~~Agreement-Agreement~~ or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, ~~omissions-omissions~~, or inconsistencies in the Architect's Instruments of Service.

...

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information-Information~~ and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, ~~volume-volume~~, or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

PAGE 16

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, ~~altering-altering~~, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

PAGE 17

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any ~~case~~ case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, ~~disputes~~ disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. ~~The mediation~~ Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAGE 18

[☒] Litigation in a court of competent jurisdiction

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~
PAGE 19

~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal-removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~
PAGE 20

~~(Six percent (6%)) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

...

Fees for Supplemental Services will be billed at the Architects Hourly Rates.

...

Fees for Additional Services will be billed at the Architects Hourly Rates.

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (%)-10%, or as follows:~~
PAGE 21

Schematic Design Phase	<u>twenty five</u>	percent (	<u>25</u>	%)
Design Development Phase	<u>thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

...

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

...

<u>Administrative Assistant / Accounting</u>	<u>\$ 75.00</u>
<u>CAD Technician</u>	<u>\$ 112.00</u>
<u>CAD Technician Designer</u>	<u>\$ 132.00</u>
<u>Architect / Engineer – Intern</u>	<u>\$ 140.00</u>
<u>Architect / Engineer – Registered</u>	<u>\$ 160.00</u>
<u>Architect / Engineer – Registered II</u>	<u>\$ 178.00</u>
<u>Interior Designer</u>	<u>\$ 146.00</u>
<u>Project Manager</u>	<u>\$ 150.00</u>
<u>Principal / Surveyor</u>	<u>\$ 198.00</u>
<u>Senior Principal</u>	<u>\$ 215.00</u>

*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly 12% APR

...

§ 12.1 Limitation of Liability. In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

§ 12.2 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

Code Compliance: Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

§ 12.3 Betterment: If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

§ 12.4 Certificate of Merit: The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

PAGE 23

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

PAGE 24

Anderson County Schools

MBI Companies Inc.

...

Dr. Tim Parrott, Ed.D.

Erin Harlow, AIA, Vice President-Architecture

...

MBI Companies Inc.

ARCHITECT (Signature)

M. Edward Jett, PE, SE, CEO

(Printed name, title, and license number, if required)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:08:38 ET on 02/06/2024 under Order No. 4104248304 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

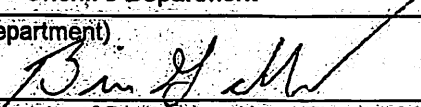
(Title)

(Dated)

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at Internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to Surplus@andersontn.org

Sheriff's Department requests to surplus property as detailed below.
(Department)

 2/1/2024
Signature of Department Head/Elected Official Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
Acso-1501	2011 Ford Crown Victoria	2FABP7BV7BX132124	Runs and drives, has front end damage

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	7 th Judicial District Attorney General's Office
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	2019-MU-BX-0060 2020-MU-BX-0051 15PBJA21GG0257MUM
Federal award date	9/29/2019 9/17/2020 9/23/2021
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2018-9/30/2022 Ext: 9/30/2023 10/1/2019-9/30/2023 Ext: 9/30/2024 10/1/2021-9/30/2024
Subaward (Federal Award) Budget Period Start and End Date	10/1/2018-9/30/2022 Ext: 9/30/2023 10/1/2019-9/30/2023 Ext: 9/30/2024 10/1/2021-9/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.738; Byrne Memorial Justice Assistance Grant Program
Grant contract's (Sub-Recipient) begin date	7/01/2022
Grant contract's (Sub-Recipient) end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$70,000.00 \$70,000.00 \$70,000.00
Total amount of federal funds obligated to the subrecipient	\$210,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,008,268.00 \$4,588,052.00 \$5,267,207.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Judicial Drug Task Force
Name of federal awarding agency	Bureau of Justice Assistance
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Craig Hamilton Craig.Hamilton@tn.gov

Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Instructions for Completing the Special Conditions

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Subrecipients must notify OCJP rather than the federal agency when noted in the Special Condition. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify whom will complete the Special Conditions documents, the Authorized Official or their Designee, The Project Director, and the Financial Director:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed Signature Authorization Form, board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
 - When the Designee's is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee's.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee, the Project Director, and the Fiscal Director to check the box(s) indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.

JAG
Funded Award
(15PBJA-21-GG-00257-MUMU)

1**Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2**Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded

program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5**Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6**Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and

also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written

guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the

recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19**Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20**Employment eligibility verification for hiring under the award****1. The recipient (and any subrecipient at any tier) must--**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending,

or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29**Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30**Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31**FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA),

are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income

earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https:// it.ojp.gov/ gsp_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R.

Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity

needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance

for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46**Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

48**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49**Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal

funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Name and Title of Authorized Official:

Name and Title of Certifying Designee (If different from authorized official):

Certifying Designee's Address:

☐ I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Project Director

☐ I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date

Financial Director

☐ I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date

stryker

Savvik Contract # 2106-06

Anderson County - EMS AEDs

Quote Number 10861370

Version 1

Prepared For: ANDERSON COUNTY EMS

Attn:

Rep:

Lacey Barr

Email:

lacey.barr@stryker.com

Phone Number:

Quote Date 01/31/2024

Expiration Date 03/01/2024

Contract Start 01/31/2024

Contract End 01/30/2025

Delivery Address

Name: ANDERSON COUNTY EMS

Account #: 20034580

Address: 314 PUBLIC SAFETY LN

CLINTON

Tennessee 37716-3968

Sold To - Shipping

Name: ANDERSON COUNTY EMS

Account #: 20034580

Address: 314 PUBLIC SAFETY LN

CLINTON

Tennessee 37716-3968

Bill To Account

Name: ANDERSON COUNTY EMS

Account #: 20034580

Address: 314 PUBLIC SAFETY LN

CLINTON

Tennessee 37716-3968

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	PCE	7	\$2,701.73	\$18,912.11
2.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	PCE	7	\$0.00	\$0.00
3.0	99425-000025	LIFEPAK 1000 ECG Display w/Carry Case, Incl at N/C: Battery 11141-000156, Carry Case Strap 11425-000012, 2 pr/unit QC REDI-PAK Electrodes 11996-000017, 3 Wire Monitor Cable 11111-000016, Acc Pouch 11111-000016	PCE	3	\$3,555.24	\$10,665.72
4.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	PCE	3	\$0.00	\$0.00
5.0	99996-000117	LP1000 Trainer	PCE	3	1508.11 \$1,077.34	\$3,232.02
Equipment Total:						\$32,809.95

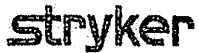
Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
6.1	AED-FIELD-PROCARE	Lifepak 1000 for LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	7	\$1,938.00	\$13,566.00
02/01/2024 01/31/2025					

387.60 x 5
= 1938



Anderson County - EMS AEDs

Quote Number: 10861320

Version: 1

Prepared For: ANDERSON COUNTY EMS

Attn:

Rep: Lacey Barr

Email: lacey.barr@stryker.com

Phone Number:

Quote Date: 01/31/2024

Expiration Date: 03/01/2024

Contract Start: 01/31/2024

Contract End: 01/30/2025

#	Product	Description	Qty	Sell Price	Total
6.2	AED-FIELD-PROCARE	LifePac- 1000 for LIFEPAK 1000 ECG Display w/Carry Case Incl. Li-Ion Battery 11141-000155 Carry Case Strap 11425-000012 2 prong QC RECHARGE Electrodes 11995-000017 3 Wire Monitor Cable 11111-000016 AED Pouch 11111-000016 0001/2024 - 01/31/2025	3	\$1,938.00	\$5,814.00

ProCare Total: \$19,380.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$498.98

Grand Total: \$52,688.93

52,688.93

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

[illegible]

99577-001944	LP16	LIFEPAK 16 Trending, Masimo SpO2, EtCO2, Bluetooth	\$27,591.00	\$23,149.53	17%
99577-001952	LP15	LIFEPAK 16 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$35,833.00	\$29,733.09	17%
99577-001941	LP15	LIFEPAK 16 Nellcor and Masimo SpO2, Bluetooth	\$21,738.00	\$18,042.54	17%
99577-001931	LP15	LIFEPAK 16 Trending, Masimo SpO2, SpCO, NIBP	\$26,390.00	\$24,399.58	17%
81700-000003	LP15	Bundle: LIFEPAK 16 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	\$24,008.00	\$20,226.84	17%
99577-001832	LP15	LIFEPAK 16 Trending, Masimo SpO2, NIBP, EtCO2	\$31,313.00	\$26,589.79	17%
99577-001850	LP15	LIFEPAK 16 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$31,313.00	\$26,589.79	17%
99577-001830	LP15	LIFEPAK 16 Standard	\$18,597.00	\$16,435.51	17%
99577-001838	LP16	LIFEPAK 16 Bluetooth	\$18,597.00	\$16,435.51	17%
81700-000007	LP15	Bundle: LIFEPAK 16 w/ ACPA (Standard)	\$21,293.00	\$17,673.19	17%
99512-001267	LPCR2	LPCR2 Fully-automatic, WIFI, English-Spanish, Bag	\$2,512.00	\$2,634.00	25%
99512-001265	LPCR2	LPCR2 Semi-automatic, WIFI, English-Spanish, Bag	\$2,382.00	\$2,439.00	25%
99512-001262	LPCR2	LPCR2 Semi-automatic, WIFI, English, Handle	\$2,057.00	\$2,392.76	25%
99512-001263	LPCR2	LPCR2 Fully-automatic, WIFI, English, Bag	\$2,418.00	\$2,581.25	25%
99512-001268	LPCR2	LPCR2 Fully-automatic, WIFI, English-Spanish, Handle	\$3,415.00	\$2,581.25	25%
99512-001261	LPCR2	LPCR2 Semi-automatic, WIFI, English, Bag	\$2,165.00	\$2,386.25	25%
99512-001266	LPCR2	LPCR2 Semi-automatic, WIFI, English-Spanish, Handle	\$2,165.00	\$2,386.25	25%
99512-001434	LPCR2	LPCR2 USB Fully-automatic, English, Handle	\$3,117.00	\$2,337.75	25%
99512-001264	LPCR2	LPCR2 Fully-automatic, WIFI, English, Handle	\$2,318.00	\$2,489.80	25%
99512-001435	LPCR2	LPCR2 USB Semi-automatic, English, Handle	\$2,987.00	\$2,240.25	25%
99576-000093	Lucas	LUCAS 3, 3.1, IN SHIPPING BOX, EN	\$20,015.00	\$17,212.50	14%
99576-000083	Lucas	LUCAS 3, 3.1, TRAINING UNIT, EN	\$11,862.00	\$10,201.32	14%
11576-000088	Lucas Accessories	LUCAS Slim Back Plate	\$534.00	\$408.72	23%
11576-000094	Lucas Accessories	LUCAS Carrying Case, Hard Shell	\$590.00	\$479.60	20%
11576-000094	Lucas Accessories	LUCAS PCI BACK PLATE	\$4,667.00	\$3,733.60	20%
11576-000080	Lucas Accessories	LUCAS 2 Stand-alone Battery Charger	\$1,555.00	\$1,244.00	20%
11576-000046	Lucas Accessories	LUCAS 2 Disposable Suction Cup (3 pack)	\$188.00	\$149.60	20%
11576-000035	Lucas Accessories	LUCAS 1 Carry Bag (Backpack)	\$787.00	\$629.60	20%
11576-000047	Lucas Accessories	LUCAS 2 Disposable Suction Cup (18 pack)	\$982.00	\$785.62	19%
21868-000044	Lucas Accessories	LUCAS Back Plate	\$602.00	\$489.62	19%
11996-000278	Lucas Accessories	LUCAS 1 Connector - Chemtron Air	\$491.00	\$397.71	19%
11996-000279	Lucas Accessories	LUCAS 1 Connector - Ohmeda Air	\$491.00	\$397.71	19%
11996-000280	Lucas Accessories	LUCAS 1 Connector - Puritan Bennett Air	\$491.00	\$397.71	19%
11996-000281	Lucas Accessories	LUCAS 1 Connector - Dias Air	\$491.00	\$397.71	19%
11996-000282	Lucas Accessories	LUCAS 1 Connector - Schrader Air	\$491.00	\$397.71	19%
11996-000283	Lucas Accessories	LUCAS 1 Connector - Oxoquip Air	\$491.00	\$397.71	19%
21996-000061	Lucas Accessories	LUCAS 1 Extension Hose	\$494.00	\$397.74	19%
11996-000283	Lucas Accessories	LUCAS 1 Regulator	\$845.00	\$684.45	19%
11576-000053	Lucas Accessories	Back Plate Grip Tape (3 pack)	\$164.00	\$124.74	19%
11576-000090	Lucas Accessories	Grip Tape (3-pack), LUCAS Slim Back Plate	\$62.00	\$49.60	20%
11576-000089	Lucas Accessories	Grip Tape, LUCAS Slim Back Plate	\$38.00	\$31.16	18%
11576-000080	Lucas Accessories (ProC)	LUCAS 3 Battery - Dark Grey - Rechargeable LfPo	\$925.00	\$720.15	21%
11576-000048	Lucas Accessories (ProC)	LUCAS 2 12V Car Cable	\$168.00	\$131.20	20%
11876-000051	Lucas Accessories (ProC)	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	\$380.00	\$297.20	20%
11576-000071	Lucas Accessories (ProC)	Lucas Power Supply	\$492.00	\$388.68	21%
11576-000052	Lucas Accessories (ProC)	Back Plate Grip Tape	\$80.00	\$64.00	20%
11576-000070	Lucas Accessories (ProC)	LUCAS 2 Rubber Bumper	\$57.00	\$45.17	19%
11576-000039	Lucas Accessories (ProC)	LUCAS 2 Battery - Rechargeable Lithium Polymer (LPo)	\$951.00	\$760.80	20%
11576-000038	Lucas Accessories (ProC)	LUCAS 2 Carrying Bag	\$456.00	\$369.36	19%
21576-000074	Lucas Accessories (ProC)	LUCAS Stabilization Strap	\$122.00	\$98.82	19%
11576-000038	Lucas Accessories (ProC)	Patient Strap (each)	\$143.00	\$114.40	20%
21576-000075	Lucas Accessories (ProC)	LUCAS Stabilization Strap (4 pack)	\$392.00	\$317.62	19%
11576-000091	Lucas Accessories (ProC)	LUCAS 3 Bumpers (Black)	\$57.00	\$45.60	20%
11576-000050	Lucas Accessories (ProC)	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$128.00	\$111.78	19%
11996-000471	Modem	4G Modem: Verizon Cellular non-Koro (customer data plan)	\$1,548.00	\$1,345.02	13%
11996-000474	Modem	4G Modem: Verizon Cellular Koro (Stryker data plan)	\$1,548.00	\$1,345.02	13%
11996-000475	Modem	4G Modem: AT&T Cellular Koro (Stryker data plan)	\$1,548.00	\$1,345.02	13%
301-000-000	Video Laryngoscope	McGRATH MAC EMS Video Laryngoscope (new part number May 2022, replacing 11896-)	\$2,630.00	\$2,093.15	15%
78000458	Solutions	LIFELINKCENTRAL PROLICENSE 8YR	\$770.00	\$648.80	16%
LIFEPAK-FLD-PROCARE (PM O) Procure - Treatment		PROCARE SERVICE - LIFEPAK FIELD REPAIR - PM ONLY	\$544.00	\$442.40	15%
LIFEPAK-FLD-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - LIFEPAK FIELD REPAIR - PARTS LABOR TRAVEL ONLY	\$1,310.00	\$1,028.50	16%
LIFEPAK-FLD-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - LIFEPAK FIELD REPAIR - PM AND PM	\$1,784.00	\$1,460.90	16%
LIFEPAK-FLD-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - LIFEPAK FIELD REPAIR - BATTERY SERVICE ADD ON	\$490.00	\$392.50	18%
LIFEPAK-FLD-PROCARE (CASE) Procure - Treatment		PROCARE SERVICE - LIFEPAK FIELD REPAIR - CASE CHANGE	\$1,836.00	\$1,560.60	15%
LIFEPAK-DEP-PROCARE (PM O) Procure - Treatment		PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PM ONLY	\$441.00	\$374.85	15%
LIFEPAK-DEP-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PARTS LABOR TRAVEL ONLY	\$820.00	\$703.80	15%
LIFEPAK-DEP-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PM AND PM	\$1,269.00	\$1,078.65	15%
LIFEPAK-DEP-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - LIFEPAK DEPOT REPAIR - BATTERY SERVICE ADD ON	\$490.00	\$392.50	15%
LIFEPAK-DEP-PROCARE (CASE) Procure - Treatment		PROCARE SERVICE - LIFEPAK DEPOT REPAIR - CASE CHANGE	\$1,836.00	\$1,560.60	15%
AED-FIELD-PROCARE (PM ON) Procure - Treatment		PROCARE SERVICE - AED FIELD REPAIR - PM ONLY	\$456.00	\$367.60	15%
AED-DEPOT-PROCARE (PM O) Procure - Treatment		PROCARE SERVICE - AED DEPOT REPAIR - PM ONLY	\$365.00	\$312.80	15%
LUCAS-FLD-PROCARE (PM O) Procure - Treatment		PROCARE SERVICE - LUCAS FIELD REPAIR - PM ONLY	\$441.00	\$374.85	15%
LUCAS-FLD-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - LUCAS FIELD REPAIR - PARTS LABOR TRAVEL ONLY	\$820.00	\$703.80	15%
LUCAS-FLD-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - LUCAS FIELD REPAIR - PM AND PM	\$1,269.00	\$1,078.65	15%
LUCAS-FLD-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - LUCAS FIELD REPAIR - BATTERY SERVICE ADD ON	\$490.00	\$392.50	15%
LUCAS-DEP-PROCARE (PM O) Procure - Treatment		PROCARE SERVICE - LUCAS DEPOT REPAIR - PM ONLY	\$308.00	\$261.60	15%
LUCAS-DEP-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - LUCAS DEPOT REPAIR - PARTS LABOR TRAVEL ONLY	\$607.00	\$506.95	15%
LUCAS-DEP-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - LUCAS DEPOT REPAIR - PM AND PM	\$978.00	\$828.75	15%
LUCAS-DEP-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - LUCAS DEPOT REPAIR - BATTERY SERVICE ADD ON	\$490.00	\$392.50	15%
SEM-EC Procure - Transport		SMART EQUIPMENT MANAGEMENT - EC	\$230.00	\$200.10	13%
PRT-LUCAS-PROCARE (PM ON) Procure - Treatment		PROCARE SERVICE - PRT LUCAS - PM ONLY	\$441.00	\$374.85	15%
PRT-LUCAS-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - PRT LUCAS - PARTS LABOR TRAVEL ONLY	\$820.00	\$702.70	15%
PRT-LUCAS-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - PRT LUCAS - PM AND PM	\$1,103.00	\$937.55	15%
PRT-LUCAS-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - PRT LUCAS - BATTERY SERVICE ADD ON	\$490.00	\$392.50	15%
PRT-DEFB-PROCARE (PM ON) Procure - Treatment		PROCARE SERVICE - PRT DEFB - PM ONLY	\$644.00	\$542.40	15%
PRT-DEFB-PROCARE (PARTS) Procure - Treatment		PROCARE SERVICE - PRT DEFB - PARTS LABOR TRAVEL ONLY	\$1,210.00	\$1,028.50	15%
PRT-DEFB-PROCARE (PM AN) Procure - Treatment		PROCARE SERVICE - PRT DEFB - PM AND PM	\$1,784.00	\$1,460.90	15%
PRT-DEFB-PROCARE (BATT) Procure - Treatment		PROCARE SERVICE - PRT DEFB - BATTERY SERVICE ADD ON	\$490.00	\$392.50	15%
PRT-DEFB-PROCARE (CASE) Procure - Treatment		PROCARE SERVICE - PRT DEFB - CASE CHANGE	\$1,836.00	\$1,560.60	15%
11141-000156	Battery	LP1000 Non-Rechargeable LiMnO2 Battery Replacement Kit	\$644.00	\$515.20	20%
11230-000018	Cables and Data	Serial port cable - 8 foot (LIFEPAK 2De device to PC)	\$167.00	\$133.60	20%
11996-000370	Cables and Data	ROHS LP12-LP15 TO PC USB CABLE	\$328.00	\$265.68	18%
11210-000021	Cases and Mounting	AED Wall Mount Bracket for LIFEPAK CR Plus	\$180.00	\$171.50	19%

11912-000002	AED Accessories	Handio Kit	\$32.00	\$27.20	16%
21250-000003	AED Accessories	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$22.00	\$18.70	16%
11140-000100	AED Accessories	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	\$110.00	\$92.80	20%
21300-000143	AED Accessories	CABLE, USB2.0 A MALE TO MICRO-B, 1.5FT	\$19.40	\$16.49	15%
11250-000162	AED Accessories	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	\$940.00	\$714.00	15%
11250-000147	AED Accessories	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	\$906.00	\$770.10	15%
11140-000099	AED Accessories	Rechargeable Battery Charger Kit, LP1000	\$828.00	\$502.40	20%
11512-000001	AED Accessories	Replacement Lid Kit	\$94.00	\$79.80	16%
11250-000141	AED Accessories	USD, BLUETOOTH, TRAINER, LPCR2	\$64.00	\$54.40	15%
11210-000048	AED Accessories	New Wall Bracket - White/Red	\$89.00	\$50.15	15%
11210-000047	AED Accessories	New Wall Bracket - Green	\$89.00	\$50.15	15%
11140-000101	AED Accessories	Power Cord Grounded	\$78.00	\$68.40	20%
11998-000327	AED Accessories	AED Wall Sign floor w/logo, Flat, 8x10	\$37.00	\$28.56	22%
11998-000330	AED Accessories	AED Wall Sign Traditional w/logo, Flat, 8x10	\$37.00	\$28.56	22%
11250-000139	AED Accessories	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	\$29.00	\$24.65	16%
21250-000004	AED Accessories	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	\$20.00	\$14.65	15%
11280-000047	AED Accessories	Carry Case Kit	\$114.00	\$96.80	15%
11996-000441	AED Accessories	Wall Cabinet, Rotaid Plus, With Alarm, White	\$478.00	\$342.00	28%
11996-000443	AED Accessories	Wall Cabinet, Rotaid Plus, With Alarm, Red	\$475.00	\$342.00	28%
11998-000445	AED Accessories	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	\$582.00	\$426.24	28%
11996-000447	AED Accessories	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	\$582.00	\$426.24	28%
11998-000321	AED Accessories	Ambo Res-Cue Mark First Responder Kit	\$66.00	\$52.60	20%
11220-000076	AED Accessories	Wall Cabinet, standard, surface mount, SS	\$788.00	\$628.80	20%
11250-000042	AED Accessories	Replacement Infant/child AED training electrodes	\$81.00	\$48.18	21%
11996-000449	AED Accessories	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	\$960.00	\$819.20	28%
11996-000451	AED Accessories	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	\$960.00	\$819.20	28%
11220-000003	AED Accessories	LIFEPAC WALL BOX, PLASTIC	\$820.00	\$449.63	19%
11220-000003	AED Accessories	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	\$560.00	\$460.89	19%
11998-000282	AED Accessories	Wall Cabinet - Semi-recessed for AED, 3" Trim	\$453.00	\$368.93	19%
11210-000028	AED Accessories	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	\$607.00	\$510.27	19%
11220-000078	AED Accessories	Wall Cabinet, small, fully recessed, SS	\$667.00	\$540.27	19%
11210-000001	AED Accessories	Wall mount bracket for AED	\$194.00	\$137.74	29%
11210-000028	AED Accessories	AED Floor Stand Cabinet with alarm- White	\$1,673.00	\$1,274.13	19%
11210-000027	AED Accessories	AED Wall Cabinet with alarm, fire rated - recessed, square edges	\$637.00	\$516.97	19%
11998-000293	AED Accessories	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	\$357.00	\$313.47	19%
11210-000029	AED Accessories	AED Floor Stand Cabinet with alarm- Grey	\$1,639.00	\$1,327.69	19%
11220-000079	AED Accessories	AED Wall Cabinet with alarm - surface mount, rolled edges	\$465.00	\$378.65	19%
11220-000084	AED Accessories	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$818.00	\$663.39	19%
11250-000142	AED Accessories	USB, REPROGRAMMING, TRAINER, LPCR2, CR27-1.0G	\$36.00	\$30.60	16%
11998-000329	AED Accessories	AED Wall Sign floor w/logo, T-mount, 8x10	\$63.00	\$41.34	22%
11998-000329	AED Accessories	AED Wall Sign floor w/logo, Tent, 7x8	\$53.00	\$41.34	22%
11998-000331	AED Accessories	AED Wall Sign Traditional w/logo, T-mount, 8x10	\$53.00	\$41.34	22%
11998-000332	AED Accessories	AED Wall Sign Traditional w/logo, Tent, 7x8	\$53.00	\$41.34	22%
11998-000333	AED Accessories	AED Wall Sign Traditional w/o logo, T-mount, 8x10	\$53.00	\$41.34	22%
11250-000012	AED Accessories	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	\$116.00	\$92.00	20%
26500-002040	AED Accessories	Quik reference instruction Card for AED and CPR instruction	\$12.13	\$8.00	34%
11220-000077	AED Accessories	Wall Cabinet, standard, semi-recessed, SS	\$714.00	\$578.34	19%
11250-000140	AED Accessories	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	\$248.00	\$211.68	15%
11250-000145	AED Accessories	TRAY, ELECTRODE, TRAINER, LPCR2	\$209.00	\$177.66	15%
11250-000045	AED Accessories	Infant/child AED training electrodes training set	\$108.00	\$88.40	20%
11260-000048	AED Accessories	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	\$170.00	\$144.50	18%
11900-000022	CODE STAT	CODE-STAT 10 Data Review Seat	\$3,873.00	\$3,037.05	15%
11996-000416	Disposables	McGRATH MAC 4 Laryngoscope Blades, Box of 10	\$212.00	\$167.48	21%
11998-000414	Disposables	McGRATH MAC 2 Laryngoscope Blades, Box of 10	\$212.00	\$168.80	20%
11996-000415	Disposables	McGRATH MAC 3 Laryngoscope Blades, Box of 10	\$212.00	\$171.72	17%
11240-000032	Disposables	Strip chart recorder paper, 100mm 2rolls/bx (1-32)	\$28.00	\$22.33	23%
11240-000031	Disposables	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	\$28.00	\$21.59	23%
11101-000007	Disposables	Defibrillator/ECG training electrodes	\$41.00	\$33.62	18%
11998-000113	Disposables	OxIsensor II adult sensor (24/8X)	\$970.00	\$744.60	15%
11998-000114	Disposables	OxIsensor II adult sensor, long cable (24/8X)	\$1,414.00	\$1,201.89	19%
11998-000117	Disposables	OxIsensor II neonatal sensor (24/8X)	\$1,142.00	\$970.70	15%
11998-000359	Disposables	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	\$190.00	\$161.50	19%
11998-000360	Disposables	Temp Sensor, Esophageal-Rectal, 9PR, Disp (box of 20)	\$203.00	\$172.55	15%
11998-000104	Disposables	FilterLine Set Long Adult/Podiatric (box of 25)	\$423.00	\$359.85	18%
11998-000080	Disposables	FilterLine H Set Adult/Podiatric (box of 25)	\$602.00	\$503.20	18%
11998-000001	Disposables	FilterLine H Set Infant/Neonatal (box of 25)	\$740.00	\$629.00	19%
11996-000082	Disposables	Nasal FilterLine Set Infant/Neonatal (box of 25)	\$388.00	\$338.30	18%
11996-000167	Disposables	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (Cs of 100)	\$1,984.00	\$1,414.40	15%
11996-000163	Disposables	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25)	\$473.00	\$401.20	15%
11996-000128	Disposables	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	\$574.00	\$487.80	18%
11996-000166	Disposables	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	\$1,547.00	\$1,314.93	15%
11996-000169	Disposables	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	\$600.00	\$510.00	18%
11996-000120	Disposables	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	\$428.00	\$362.10	18%
11250-000082	Disposables	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	\$103.00	\$81.37	21%
11250-000043	Disposables	Cable/connector assembly/pouch for Infant/Child AED training electrodes	\$104.00	\$83.80	20%
11101-000004	Disposables	AED training electrode set - (5pr), cable & pouch	\$108.00	\$88.40	20%
11101-000003	Disposables	AED Trainer new style training electrodes (5 pr)	\$84.00	\$51.20	20%
11171-000010	Disposables	Maximo SET LNOP SpO2 Sensor -Podiatric Reusable	\$308.00	\$431.80	19%
11171-000034	Disposables	Maximo SET LNOP SpO2 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	\$815.00	\$692.75	15%
11996-000328	Disposables	Maximo SET RED LNOP Patient Cable - 12 foot	\$628.00	\$498.10	18%
11996-000338	Disposables	Maximo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	\$1,673.00	\$1,422.05	16%
11171-000025	Disposables	Maximo SET LNOC Patient Cable - 14 foot	\$806.00	\$515.10	16%
11996-000327	Disposables	Maximo SET RED LNOP Patient Cable - 8 foot	\$858.00	\$432.65	16%
11996-000093	Disposables (ProCero)	Electrode EDGE QUIK-COMBO pediatric RTS	\$58.00	\$46.40	20%
11996-000090	Disposables (ProCero)	Electrode EDGE QUIK-COMBO RTS	\$68.00	\$49.30	15%
11101-000006	Disposables (ProCero)	Cable/connector assembly/pouch for Adult AED training electrodes	\$35.00	\$27.30	22%
11996-000017	Disposables (ProCero)	Electrode QUIK-COMBO w/REDI-PAK preconnect	\$85.00	\$45.10	18%
11998-000091	Disposables (ProCero)	Electrode EDGE QUIK-COMBO Adult	\$48.00	\$38.88	19%
11160-000020	Disposables (ProCero)	NIBP Cuff-Disposable X-tra Large Adult	\$22.00	\$18.50	25%
11998-000048	Disposables (ProCero)	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	\$163.00	\$130.05	18%
11996-000049	Disposables (ProCero)	Disposable Adhesive bandage wrap for OXI-P/A (2 bags of 50)	\$153.00	\$130.05	18%
11998-000115	Disposables (ProCero)	OxIsensor II Infant sensor (24/8X)	\$1,123.00	\$954.55	15%
11998-000116	Disposables (ProCero)	OxIsensor II pediatric sensor (24/8X)	\$870.00	\$739.50	19%



AGREEMENT

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker Sales, LLC, (the "Supplier").

RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 ("RFB"), soliciting bids for the supply and support of Medical Equipment.
- B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

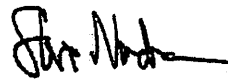
AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales, LLC" attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: 

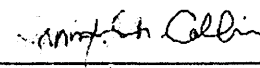
Printed Name: Steve Vardaman
Its: Operations Manager

Public Safety Association Inc
(the "Company")

By: 

Printed: Dane Meyer
Its: President

Stryker Sales, LLC
(the "Supplier")

By: 

Printed Name: Jennifer N. Collins

Its: Manager, Strategic Pricing & Contracts



COVER PAGE
Eagle County Health Service District
Request for Bids (RFB)

Host Public Agency: *Eagle County Health Service District*
Marketing Agencies: *Savvik Buying Group and Public Safety Association Inc*

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's and Savvik Buying Group's cooperative purchasing programs. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and PSAI waive any and all claims against the Principal Procurement Agency.

Request for Bids Number: RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing
Bids will be awarded by sub category in this overall RFB. Please bid all sub categories that apply to your company.

Specifications for: Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing (the "**Products**")

Contract Term: This contract is targeted to begin on or after November 8, 2021 and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

Deadline for Submission of Bids: Friday, October 15, 2021, prior to 11:00 AM CST

Submit Bids To: Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St Cloud, MN 56301

Electronic Submission (preferred) Email to: office@publicsafetyassociation.org
Dropbox Link: <https://www.dropbox.com/request/u8nCcEbKuQBq91q9U6J7>

Bid Opening Date and Time: Friday, October 15, 2021, 1:00 PM CST
Bid Opening Location: Webinar – Details Listed Below in Schedule of Events
Bid Surety (Submit with bid) \$1,000 (the "**Bid Surety**")
Contact for Questions: Cindy Sobania, office@publicsafetyassociation.org

PSAI welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically (preferred) or in hard copy form, as detailed in this RFB.

BIDDER CERTIFICATION

I agree to the specifications, terms and conditions of this RFB. I acknowledge my authority to submit this bid on behalf of the firm listed below and to bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFB process.

Date: _____	By: _____
Company Name & Address:	Name: _____
_____	Title: _____
_____	Phone: _____
_____	Fax: _____
_____	E-mail: _____

Table of Contents

Page

1-2	RFB Cover Sheet
3-4	Table of Contents
5-14	Organizational Profile – General Information
	Introduction
	National Sponsors
	Participation Public Agencies
	Estimated Volume
	Marketing Support
	Marketplace
	Multiple Awards
	Evaluation of Proposals
	Scope of Project
	Requirements for System
	Objectives
	General Definition of Products and/or Services
14	Notice Regarding Nationwide Sales Potential
15-20	Standard Contract Terms and Conditions
1.0	Basic Agreement
2.0	Contract Term
3.0	Contract Pricing
4.0	PSAI Purchases and the Contract Management Fee
5.0	Reporting Requirements
6.0	Non-Mandatory Contract
7.0	Delivery and Logistics
8.0	Acceptance of Products
9.0	Technical Support
10.0	Warranty
11.0	Insurance
12.0	Bid Surety
13.0	Audit
14.0	Conflicts of Interest
15.0	Contract Administrators and Key Personnel
16.0	Subcontractors
17.0	Quality Assurance Program
18.0	Compliance with Law and Regulation
19.0	Promotion and Publicity
20.0	Sales Calls
21.0	Financial Condition
22.0	Default
23.0	Termination
24.0	Contract Documents; Order of Precedence
25.0	Assignment
26.0	Severability
27.0	Choice of Law
28.0	Waiver of Liability

Page

21	Cover Sheet for start of Attachments, Forms and Exhibits
22-25	Attachment 1 – Special Terms and Conditions
1.0	Contract Management Fee
2.0	Bid Surety
3.0	Technical Requirements
4.0	Warranty
5.0	Insurance
6.0	Delivery and Logistics
7.0	Return of Products
26-29	Attachment 2 – Bid Requirements
1.0	General Instructions to Bidders
2.0	Bid Preparation Instructions
3.0	Bid Format
4.0	Signatures
5.0	Withdrawal of Bids
6.0	Ownership
7.0	Schedule
8.0	Bids as Binding Offers
9.0	Late Bids
10.0	Rejection of Bids
11.0	Bid Opening
12.0	Evaluation of Bids
13.0	Contract Award
30-32	Attachment 3 – Bidder Worksheet
33-37	Attachment 4 – Product Specifications and Pricing Worksheet
38	Attachment 5 – Designation of Confidential and Proprietary Information
39	Attachment 6 – Supplier Worksheet for National Program Consideration
40-42	Attachment 7 – Cost / Financial Proposal
43	Form 1 – Core Bid Items Pricing
44-46	Exhibit A – Eagle County Paramedic Services and Public Safety Association Inc. – National Cooperative Contract
47	Exhibit B – Eagle County Paramedic Services and Public Safety Association Inc. – Cooperative Purchasing Agreement
48	Exhibit C – Eagle County Paramedic Services – Principal Procurement Agency Certificate

Organization Profile**GENERAL INFORMATION**

Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Medical Equipment.

Eagle County Paramedic Services intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFB will be administered by Public Safety Association Inc., in partnership with Savvik Buying Group.

This Request For Bid (RFB) is issued on behalf of Eagle County Paramedic Services by the Public Safety Association Inc., which is the sole point of contact for the Eagle County Paramedic Services during the procurement process.

Public Safety Association Inc.

Public Safety Association Inc. (herein "PSAI") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

PSAI is jointly sponsored and supported by Savvik Buying Group. Savvik Buying Group will manage all aspects of the award.

Participating Public Agencies

Today more than 14,000 public agencies belong to the PSAI and its partners contracts and suppliers to procure products and services annually.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Eagle County Paramedic Services, Colorado is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in Exhibit A of this RFB.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Eagle County Paramedic Services and PSAI are committed to utilizing the

Master Agreement. PSAI shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally.

Marketing Support

PSAI provides marketing support for each Supplier's products through the following:

EMS Services, Municipalities, Fire Departments, Law Enforcement Schools and Universities, Hospitals, training facilities, post acute facilities, nursing homes, health departments, prisons, developmental centers and other Public Safety services.

Administrative and marketing personnel that directly promote the PSAI to Participating Public Agencies through public agency meetings, email, national publications, annual meetings, Higher Education and State Associations.

Marketplace

PSAI will utilize the Savvik Buying Group online Marketplace, which gives Participating Public Agencies the ability to purchase from many PSAI contracts directly from the Savvik website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. **Bids will be awarded by sub category in this overall RFB. Please bid all sub categories that apply to your company.**

Evaluation of Proposals

Proposals will be evaluated by Eagle County Paramedic Services and PSAI in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

PSAI Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request For Bid and provides the best overall value will be eligible for a contract award. PSAI reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Scope of the Project

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment on behalf of all public safety services, local governments, school districts, training facilities, post acute facilities, nursing homes, health departments, prisons, developmental centers, higher education in the United States of America, other governmental agencies and nonprofit organizations.

Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Comply with all federal and state statutes relative to providing quality products and services.

General Definition of Products and/or Services

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

1. Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

2. Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.

- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

3. Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO2) wave form capable
- Pulse Oximetry (SpO2)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.

- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

4. Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM COMPRESSIONRATE: 102 \pm 2 compressions per minute
- COMPRESSION DEPTH: 2.1 \pm 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)

- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

5. Ventilators

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.
- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - FIO₂ dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.

- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
 - Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).
 - Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
 - ET tube cuff pressure monitor and HME filter - 10.
- 6. Video Laryngoscopes**
- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
 - Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
 - One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways
- 7. Other Medical Devices not listed in Bid**
- Must be used in EMS, Fire and other Public Safety space
 - Must be sized to fit into first responder vehicles
- 8. Training and Accessories**
- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
- 9. Extended Warranties, Services and Financing**
- Extended Warranties for all products lines

- Automated External Defibrillators
- Cardiac Monitors/Defibrillators
- Automated CPR Devices
- Ventilators
- Video Laryngoscopes
- Service Contract
- Finance and Leasing Programs

A. Related Products and Solutions – Additional related products, services or solutions offered by Supplier.

a. Definitions

The following definitions are used throughout the RFB.

- **Eagle County Paramedic Services** means Eagle County Paramedic Services
- **Contracting Agent** means Eagle County Paramedic Services, Colorado
- **Eagle County Paramedic Services Agency** means Department /Division utilizing the service or product
- **Managing Agent** means Public Safety Association Inc.
- **Proposer/vendor/supplier** means a firm submitting a proposal in response to this RFB.
- **Contractor** means proposer awarded the contract.
- **Participating Public Agency "PPA"** is a public entity that elects to utilize the Master Agreement.

b. Clarification of the specifications

All inquiries concerning this RFB must be directed to the person indicated on the cover page of the RFB Document. (electronic mail is the preferred method)

Any questions concerning this RFB must be submitted in writing by mail, fax or e-mail on or before the stated date on the Calendar of Events (Attachment 2, Section 7.0) (Also referred to in this section).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFB document.

Mailing Address:
Public Safety Association Inc.
c/o Eagle County Paramedic Services
56 33rd Ave S, PMB 347
St. Cloud, Minnesota, 56301

Proposers are prohibited from communicating directly with any employee of Eagle County Paramedic Services, except as described herein. No Eagle County Paramedic Services employee or representative other than those individuals listed as Eagle County Paramedic Services contacts in this RFB is authorized to provide any information or respond to any question or inquiry concerning this RFB. Communications must be with the Managing Agent.

c. Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on www.publicsafetyassociation.org

It shall be the responsibility of the proposers to regularly monitor the PSAI website for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFB Cover Page / Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

d. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the Eagle County Paramedic Services. In the event that the Eagle County Paramedic Services finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting such supplement on the PSAI web site at www.publicsafetyassociation.org. There may or may not be a formal notification issued for changes in the estimated dates and times.

Event	Date
RFB Release	Thursday, August 19, 2021
Deadline for Submission of Questions	Before noon CST on Monday, October 11, 2021
Online Webinar Question & Answer Session	Q&A Session - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing Wednesday, September 8, 2021, 10:00 AM - 11:00 AM, CST Join Zoom Meeting https://zoom.us/j/92819502103?pwd=VndTZ3QwQ2VqS2ErWINOTQFJT1pFUT09 Meeting ID: 928 1950 2103 Passcode: 948255 One tap mobile +13462487799,,92819502103#,,,,*948255# US (Houston) +16699006833,,92819502103#,,,,*948255# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago)

	Meeting ID: 928 1950 2103 Passcode: 948255 Find your local number: https://zoom.us/j/adF3XNpD3S
Bid Due Date	Friday, October 15, 2021, prior to 11:00 AM CST
Bid Opening	Friday, October 15, 2021, 1:00 PM CST
Online Webinar Bidder Opening Location	<p>Bid Opening - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Friday, October 15, 2021, 1:00 PM - 2:00 PM (CST)</p> <p>Join Zoom Meeting https://zoom.us/j/92468911901?pwd=WWVTOIIOWVO3bWl0RERTUu1GcG5PUT09 Meeting ID: 924 6891 1901 Passcode: 078229 One tap mobile +13462487799,,92468911901#,,,,*078229# US (Houston) +16699006833,,92468911901#,,,,*078229# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Meeting ID: 924 6891 1901 Passcode: 078229 Find your local number: https://zoom.us/j/aAm5svmbM</p>
Contract Award	Contract is targeted to begin on, before or after November 8, 2021 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the "Contract Term").

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

PSAI is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Colorado, but throughout the country, we strongly urge you to participate in the process at the corporate level.

There is considerable potential sales value because PSAI is being used not only in the State of Colorado, but NATIONWIDE. This means that PSAI contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an PSAI contract would enhance your competitive position in the government marketplace and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the PSAI staff member listed on the cover of this Invitation for additional information.

STANDARD CONTRACT TERMS AND CONDITIONS

1.0 **Basic Agreement.**

- 1.1 The Contract contemplated under this RFB will require the successful Bidder to provide PSAI Members with the Products in accordance with these Contract Terms and Conditions, and the **Special Terms and Conditions** document, attached as Attachment 1. In exchange, upon Contract award, PSAI will agree to offer the Contract to its Members.
- 1.2 Bidder agrees that all Product purchases made by Members under this Contract are "**PSAI Purchases**", subject only to the limits outlined below in Section 4.
- 1.3 Bids will be accepted and evaluated and resultant contracts awarded in accordance with the terms of this RFB, with particular attention to the **Bid Requirements** document and **Specifications** document, attached as Attachments 2 and 3, respectively, as well as any other attachments to this RFB.

- 2.0 **Contract Term.** The "**Contract Term**" shall be 36 months, beginning upon the execution of the Contract Award by both parties, the "**Contract Award Date**." The Contract Term may be extended for a period of 24 months, the "**Extension Term**", through written agreement of the parties.

3.0 **Contract Pricing.**

- 3.1 **Most Favored Customer Price.** Eagle County Paramedic Services and PSAI encourages Bidders to bid using their best price given to their most favored customer. Bidder is responsible to determine any conditions that affect the cost of delivering the Products; and Bidder expressly acknowledges that the offered prices include these factors.

3.2 **Price Reduction Clause.**

1. If during the Contract Term, Bidder sells the same Products to any agency or group of agencies at prices below those offered by Bidder in a *single* unit quantity under this Contract, then Bidder agrees to immediately extend such lower prices to PSAI for future PSAI Purchases in accordance with this Section.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

2. A price reduction shall apply to PSAI Purchases under this Contract if, during the Contract Term, the Bidder—
 - 3.2.2.1 Revises the commercial catalog, pricelist, schedule or other document upon which this Contract was predicated to reduce prices; or
 - 3.2.2.2 Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which this Contract was predicated.
3. The Bidder agrees to offer the price reduction to PSAI with the same effective date, and for the same time period, as extended to the other customers.
4. The Bidder may offer PSAI a voluntary price reduction at any time during the Contract Term.

5. The Bidder shall notify PSAI of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. Bidder's report must include an explanation of the conditions under which the reductions were made.
6. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
7. This Price Reduction Clause does not apply to volume discount pricing detailed elsewhere in this RFB.

3.3 Price Escalation Clause.

1. Pricing on the Products shall be held firm for the Contract Term.
2. Notwithstanding the limitation in Section 3.3.1, beginning in the thirteenth month of the Contract Term, Bidder may increase the price of the Products once every twelve months if the Bidder can show evidence of corresponding price increases from its manufacturers.
3. Written approval from PSAI is required for all increases in Product pricing. Bidder must submit to PSAI its request to increase Product pricing, along with evidence of the manufacturer cost increase, such as a receipt from the manufacturer. PSAI agrees to review and respond to Bidder's request within 30 days after receipt.

3.4 Payment Clause. Bidder will negotiate payment process and terms directly with PSAI Members.

4.0 PSAI Purchases and the Contract Management Fee

- 4.1 Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term. All Product purchases made by Members during the Contract Term are "**PSAI Purchases**", subject only to the limits outlined in this Section 4.
- 4.2 Product purchases made by PSAI Members under existing purchase orders or contracts with Bidder that are in place at the time of Contract Award ("**Existing Member Contracts**") are excluded from the definition of PSAI Purchases provided that Bidder satisfies the following requirements. Upon notification of Contract Award, Bidder must provide PSAI with a list of Existing Member Contracts that includes the following information: parties to the contract; contract execution and expiration dates; and Products covered by the contract ("**Existing Member Contract List**"). PSAI will keep the Existing Member Contract List confidential. The Existing Member Contract List will be attached to the executed Contract between Bidder and PSAI. Only Product purchases made during the Contract Term under the Existing Member Contracts on the Existing Member Contract List shall be exempt from the Contract Management Fee.
- 4.3 The "**Contract Management Fee**" for this Contract is defined in Special Terms and Conditions.
- 4.4 Contract Management Fees for each Purchase Order must be received by PSAI no more than thirty (30) days after Products are "Accepted" by the Member, as defined under Section 8, below. Late management fees will be assessed a 1.5% finance charge per month.

5.0 Reporting Requirements

5.1 Purchase Volume / Sales Reports.

1. Bidder agrees to submit detailed itemized monthly reports using the "**Purchase Volume / Sales Report Template**" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.

2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
 - PSAI Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price
 - PSAI Contract Management Fee
 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.
- 5.2 **Additional Reports.** Bidder agrees to comply with reasonable requests made by PSAI and its Members for additional reports.
- 6.0 **Non-Mandatory Contract.** PSAI does not mandate its members to purchase under this Contract. There are no quantities guaranteed by the Principal Procurement Agency and PSAI or set forth in this RFB.
- 7.0 **Delivery and Logistics.** Details related to the date, time and location of delivery by Bidder for purchases made under this Contract will be determined by Bidder and Member in accordance with the terms outlined in the Special Terms and Conditions.
- 8.0 **Acceptance of Products.** Bidder agrees to provide the Products in accordance with the terms of this Contract and agrees that Members will have the right to reject Products that do not conform to Contract specifications. A Product shall be deemed "**Accepted**" by a Member after Bidder delivers the Product to the Member and the Member signs the delivery receipt for that Product.
- 9.0 **Technical Support.** With each PSAI Purchase, Bidder agrees to provide technical service and support during regular business hours Monday to Friday via a toll-free number and email address.
- 10.0 **Warranty.** Bidder agrees to provide the warranty required under the Special Terms and Conditions for the Contract Term.
- 11.0 **Insurance.** Bidder agrees to maintain insurance required under the Special Terms and Conditions for the Contract Term.
- 12.0 **Bid Surety**
- 12.1 Bids shall be accompanied by the Bid Surety, as defined in the Special Terms and Conditions. The Bid Surety must come in the form of a certified check, cashier's check or surety bond; made payable to the "Public Safety Association Inc. c/o Eagle County Paramedic Services"; and

conditioned upon PSAI awarding the Contract to Bidder. In the event Bidder fails to comply with the Contract, the Bid Surety may be forfeited as liquidated damages.

12.2 Bid Sureties of unsuccessful bidders will be returned by mail postmarked within five working days after an award is made.

13.0 **Audit.** Bidder agrees to retain all books, records and other documents relative to the Contract (the "Contract Documents") for 5 years after the Contract Term ends, or until audited by PSAI, whichever is sooner. Bidder agrees to grant PSAI and its authorized agents full access and the right to examine the Contract Documents.

14.0 **Conflicts of Interest.**

14.1 Bidder covenants that, to the best of its knowledge, no employee, officer or board member of PSAI presently has any financial interest in Bidder.

15.0 **Contract Administrators and Key Personnel.** Bidder shall notify PSAI in writing of any change in the primary contacts for this Contract within seventy-two hours (72) of such change. Primary contacts include but are not limited to: national sales manager, contract administrator, Contract Management Fee contact, reporting contact, and sales representatives.

16.0 **Subcontractors.** PSAI reserves the right to approve all subcontractors retained by Bidder to perform work under this Contract. Bidder agrees to be responsible for all work performed by subcontractors under this Contract. In the event that the Bidder is not the company providing the direct service in any particular state, the Bidder will remain responsible to comply with all the requirements of the Contract.

17.0 **Quality Assurance Program**

17.1 Bidder agrees to use industry-recognized standards and procedures to assure that a satisfactory level of quality control is maintained for the Products.

17.2 Bidder represents that it currently has, and warrants that it will maintain for the duration of the Contract Term, an appropriate quality assurance, as demonstrated in its Bid.

18.0 **Compliance with Law and Regulation.**

18.1 Bidder represents that it is currently in compliance, and warrants that it will remain for the duration of the Contract Term in compliance, with all applicable federal, state and local laws, ordinances, codes and regulations applicable to Bidder. Bidder currently has and agrees to maintain all licenses necessary for Bidder to perform its obligations under this Contract.

18.2 Bidder understands that many of PSAI's Members are government agencies subject to federal, state and local procurement laws and regulations. Bidder agrees to comply with any procurement and other laws and regulations made applicable to Bidder by virtue of Bidder selling Product to Members under this Contract.

19.0 **Promotion and Publicity**

19.1 **PSAI Website Promotion.** Bidder agrees to provide PSAI with a technical information packet related to the Products via email, and PSAI agrees to post the information to its main and Members-only websites. PSAI will be sharing this contract award with Savvik Buying Group for secured publication to Savvik members. PSAI will work with Bidder to gather and post the appropriate information. Bidder will be responsible for making any and all necessary changes or

alterations to the technical information packets and provide updated packets to PSAI as necessary. The information packet must be approved by PSAI. PSAI may make the Products included in Bidder's bid proposal made available to its Members for purchase at PSAI's online PSAI Store or PSAI Partners Store. Bidder agrees to provide all support and data necessary to make the Products available for purchase at the PSAI Store.

- 19.2 **Trade Shows; Signage.** If Bidder attends trade shows of any type, in any state where Members are located, Bidder agrees to exhibit the Products and promote PSAI and Savvik and this Contract. Bidder agrees to cover all expenses for production of signs bearing Bidder's name and logo to be displayed at conferences. The sign may read "Proud Vendor of Public Safety Association Inc.".
- 19.3 **Vendor Website Promotion.** Bidder must post information about this Contract on its website. Posted information must include the PSAI or Savvik logo and link to the PSAI or Savvik website. Prior to posting such information, Bidder agrees to allow PSAI or Savvik an opportunity to review and approve the content.
- 19.4 **Publicity.** Bidder shall not refer to this Contract, PSAI or PSAI Members in any advertising or publicity without first obtaining written permission from PSAI and individual Member concerned.

20.0 **Sales Calls.** Bidder agrees to conduct planned visits to PSAI Members to explain the Contract, communicate the savings, and promote the relationship between PSAI and Bidder.

21.0 **Financial Condition.** Bidder agrees to provide written notification to PSAI of any changes of Bidder's financial condition or corporate standing which may significantly impact the Bidder's ability to fulfill the terms and conditions of the Contract. Notice must be provided within 72 hours of such change.

22.0 **Default**

- 22.1 **Bidder Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**Bidder Default**") by Bidder under the Contract:
 - (1) Failure to pay the Contract Management Fee;
 - (2) Violation of the Contract Pricing terms in Section 3;
 - (3) Failure to file complete and timely submit sales reports;
 - (4) Provision of Products that do not conform to Contract specifications; and
 - (5) Other acts or omissions by Bidder in violation of the terms of this Contract.
- 22.2 **PSAI Remedies.** Upon the occurrence of a Bidder Default, PSAI has the right to terminate the Contract, subject to the Cure Period detailed below. PSAI also has the right to deem the Bidder "non-responsible" and ineligible to bid on or perform under PSAI contracts for a period of 3 years. PSAI may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.3 **PSAI Events of Default.** The occurrence of any of the following events shall be considered an event of default (a "**PSAI Default**") by PSAI under the Contract:
 - (1) Failure to offer the Contract to Members; and
 - (2) Other acts or omissions by PSAI in violation of the terms of this Contract.
- 22.4 **Bidder Remedies.** Upon the occurrence of a PSAI Default, Bidder has the right to terminate the Contract, subject to the Cure Period detailed below. Bidder may also pursue all other remedies permitted by the Contract or available by law and equity.
- 22.5 **Cure Period.** Upon the occurrence of an event of default, the non-defaulting party agrees to provide written notice to the defaulting party of the default. The defaulting party then has 30 days after receiving written notice to cure the default (the "Cure Period"). After expiration of the Cure

Period, if the defaulting party has not remedied the default, then the non-defaulting party will have the right to exercise the remedies outlined in this Section.

- 23.0 **Termination.** This Contract will terminate upon the earliest of the following dates: (a) expiration of the Contract Term (unless extended), (b) termination following an event of default that remains uncured through the Cure Period in accordance with Section 22, or (c) by either party for convenience with written notice. Upon Contract termination, Bidder remains obligated to pay all Contract Management Fees incurred as of the date of Contract termination.
- 24.0 **Contract Documents; Order of Precedence**
- 24.1 The Contract shall consist of the following documents (inclusive of attachments and amendments), which are presented in order of precedence: (1) Contract Award; (2) RFB Cover Sheet; (3) Attachment 1 – Special Terms and Conditions; (4) Attachment 2 – Bid Requirements; (5) Attachment 3 – Bidder Worksheet; (5) Attachment 4 – Product Specifications and Pricing Worksheet (6) Attachment 5 – Designation of Confidential and Proprietary Information (7) Attachment 6 – Supplier Worksheet for National Program Consideration (8) Attachment 7 – Cost / Financial Proposal (9) Form 1 – Core Bid Items Pricing
- 24.2 The entire contents of this RFB, the Bidders' response to this RFB, any changes or modifications agreed to in writing by the parties shall be made part of the Contract.
- 24.3 Conflict between the terms of the foregoing documents will be resolved based on the order of precedence.
- 24.4 Any modifications made by Bidder to the terms and conditions in the RFB are expressly rejected unless specifically accepted by PSAI in writing in the Contract Award document.
- 25.0 **Assignment.** This Contract, and Bidder's rights and obligations under this Contract, are not assignable by the Bidder in whole or in part without the prior written consent of PSAI.
- 26.0 **Severability.** If any provision of this Contract is held to be invalid, such invalidity shall not affect other provisions or application to any other part of the Contract which can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.
- 27.0 **Choice of Law.** This RFB and the resulting Contract are to be governed by the laws of the State of Minnesota.
- 28.0 **Waiver of Liability.** The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any Bidder agrees to waive any and all claims against the Principal Procurement Agency, and incorporate a waiver of all claims against the Principal Procurement Agency into terms of the sale of Product purchases made by PSAI Members.

Attachment 1 – Special Terms and Conditions

Attachment 2 – Bid Requirements

Attachment 3 – Bidder Worksheet

Attachment 4 – Product Specifications and Pricing Worksheet

Attachment 5 – Designation of Confidential and Proprietary Information

Attachment 6 – Supplier Worksheet for National Program Consideration

Attachment 7 – Cost / Financial Proposal

Form 1 – Core Bid Items Pricing

**Exhibit A – Eagle County Paramedic Services and Public Safety Association Inc.
– National Cooperative Contract**

**Exhibit B – Eagle County Paramedic Services and Public Safety Association Inc.
– Cooperative Purchasing Agreement**

**Exhibit C – Eagle County Paramedic Services – Principal Procurement Agency Certificate
– Principal Procurement Agency Certificate**

ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

1.0 Contract Management Fee.

The Contract Management Fee will be 3% of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

- 2.0 Bid Surety.** The Bid Surety requirement is one thousand dollars (\$1,000.00). Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable, without conditions, to "Public Safety Association Inc. c/o Eagle County Paramedic Services," in an amount of \$1,000.00. No bid may be withdrawn within 30 days of submission. Bidder selecting to use the electronic bid submittal process, shall copy the bid surety and include the copy in the electronic submittal package, with a note stating it was placed in the mail. Place the bid surety in the mail, to be received by Friday, October 15, 2021, prior to 11:00 AM CST, at mailing address is listed on cover page. Scan and e-mail a copy of Bid Surety to: office@publicsafetyassociation.org

3.0 Technical Requirements.

3.1 Technical Requirements

- 3.1.1** The Products and Services to be furnished under this contract shall be the manufacturers current type and class specified. The Products and Services shall be complete with operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the Products and Services to function reliably and efficiently in sustained operation. The design of the Products and Services and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and accessories.
- 3.1.2** The completed Products and Services and components shall comply with all Federal standards and regulations.
- 3.1.3** Where minor details of construction and materials are not specified, Bidder shall supply only the best of such materials and design and construct any such unspecified parts in accordance with the best interests of the PSAI. All materials used in the Products and Services furnished shall be guaranteed to be new and of current manufacture.

3.2 Technical Support

- 3.2.1** Technical service and/or support shall be provided by the vendor and shall be available 24 hours per day, 365 days per year via a toll free number. Any software updates shall be made available to PSAI members at no cost.

3.3 Parts/Service Availability

- 3.3.1 Bidder shall provide a list of service centers in the United States authorized to perform warranty and repair work. Where a local sub-contractor(s) is utilized, Bidder shall provide the name, address, and telephone number of said contractor(s) with Proposal.
- 3.3.2 Bidder must develop and provide written procedures that address how to request completion of warranty work. Written procedures and all necessary paperwork needed to be submitted shall be included with Bidders Proposal.
- 3.3.3 To ensure a continuous supply of repair parts and service for the Products and Services furnished under this contract, the Bidder agrees to maintain a source of parts (at its own facility or that of a sub-contractor) for a period of not less than five (5) years following the conclusion of said contract and/or model year of production.
- 3.3.4 Bidder shall keep essential accessories and replacement parts in stock at all times to provide PSAI members quick turn around time (not greater than 48 hours from time of order to shipping).
- 3.3.5 Where a local sub-contractor is utilized to provide the required parts and/or service the name, address and telephone number of such sub-contractor(s) shall be provided by Bidder in the Proposal.

3.4 Safety

- 3.4.1 Bidder shall submit any and all documentation which pertains to safety and testing of the Products and Services.

3.5 Delivery

- 3.5.1 Time is of the essence for delivery of the Products and Services under the terms of this contract. Delivery shall be made by the Bidder within thirty (30) days after receipt of order (ARO).
- 3.5.2 If bidder is unable to meet the thirty (30) day delivery schedule, a letter of explanation must be submitted to PSAI and PSAI member within 24 hours after the date of execution.
- 3.5.3 Bidder shall furnish and deliver the specified Products and Services, complete including all options and ready to use, F.O.B. PSAI member, at the member specified address and time, no charge to PSAI.
- 3.5.4 Delivery shall be defined as delivery of the Products and Services to the PSAI member, which is operational to the satisfaction of the PSAI member.
- 3.5.5 Upon delivery of the Products and Services, PSAI members shall be allowed to conduct visual and/or physical inspections to determine the Products and Services compliance with specifications prior to acceptance.
- 3.5.6 If defects or omissions are discovered during inspections, the PSAI or PSAI member may:
 - (1) Refuse acceptance of the Products and Services.
 - (2) Require Bidder to remove the Products and Services from the PSAI member premises at its own cost to make the necessary corrections.
- 3.5.7 PSAI member and Bidder representative shall complete warranty information for mailing or processing.

3.6 Training

- 3.6.1 Bidder shall provide a professionally conducted training session for the PSAI member personnel (or their designee) to instruct them as to the proper operation, maintenance and repair of the Products and Services.
- 3.6.2 Supplier shall train the PSAI member personnel (or their designee) in the most efficient methods of troubleshooting, maintaining and repairing the Products and Services and any auxiliary items.

- 3.6.3 All training shall be provided at no additional cost to the PSAI or its members (or their designee) and shall be provided at a time and location specified by the PSAI member.

3.7 Inspection/Testing

- 3.7.1 In order to determine that the proposed Products and Services conform to the specifications, PSAI reserves the right to test and/or inspect Products and Services. Other tests and measurements may be performed at the discretion of PSAI.
- 3.7.2 It shall be understood and agreed by and between the parties hereto that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall relieve Bidder of its obligation to supply satisfactory Products and Services which conform to the specifications, as shown by any test or inspections for which provision is herein otherwise made.

4.0 **Warranty on asset based purchases**

- 4.1 A statement must be submitted with each Bid, which certifies that the successful Bidder shall provide a warranty as part of the final Contract which offers the same or greater assurances as those specified below and further that the manufacturer and successful Bidder shall be jointly and severally liable under said warranty.
- 4.2 Warranties must be signed and notarized by an officer of the manufacturer and under no circumstances will the signature of a salesman or agent be acceptable.
- 4.3 Bidder hereby warrants for a minimum of two (2) years from the date the PSAI Members place the Products in service, that it will, at its own expense and without any cost to PSAI members, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost, the longer period shall prevail.
- 4.4 A non-use charge payable to PSAI member in the amount of \$50.00 per diem for any Product which is covered under warranty and is not available for emergency medical service for a period in excess of twenty (20) calendar days following the Bidder's receipt of adequate notice from Savvik member as described herein.

- 5.0 **Insurance.** Bidder represents that it currently has, and agrees to maintain for the Contract Term, a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc. Public Safety Association Inc must be named as an additional insured on the policy and the Certificate of Insurance must require the insurance company to give the Public Safety Association Inc thirty (30) days prior written notice of cancellation, non-renewal any material changes in the policy. Bidder may not commence work until the Bidder has obtained the required insurance and filed an acceptable Certificate of Insurance with Public Safety Association Inc.

- 6.0 **Delivery and Logistics.** Deliveries shall be made as called for within five (5) business days of the receipt of order unless specified differently elsewhere in this Contract. Rush orders should be delivered within the one business day.

7.0 **Return of Products.**

- 7.1 Bidder agrees to accept returns and exchanges of all Products without a restocking charge.
- 7.2 Bidder agrees to be responsible for pickup and deliveries of returns and exchanges.

- 7.3 Bidder agrees to apply credit to appropriate customer account no later than the next billing period of when returned item(s) was originally billed.
- 7.4 All returns will result in a credit of management fee from PSAI back to Bidder.

ATTACHMENT 2 – BID REQUIREMENTS

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

1.0 General Instructions to Bidders

- 1.1 **Bids as Offers.** Each Bid submitted in response to this RFB will constitute an offer by Bidder to provide the Products to PSAI Members in accordance with the terms and conditions of this RFB.
- 1.2 **Bidder to Pay Bid Costs.** This RFB does not obligate PSAI to pay any costs that Bidder incurs in the preparation of its Bid or the contract. All costs associated with preparation of a Bid or contract in response to this RFB will be borne solely by the Bidder.
- 1.3 **Use and Ownership of Bids.** All Bids shall become the property of Eagle County Paramedic Services and PSAI and both retain the right to disclose bids to its Members.
- 1.4 **PSAI Right to Change RFB.** Prior to contract award PSAI reserves the right in its sole discretion to amend, supplement, withdraw, or otherwise change this RFB in any manner. PSAI will notify bidders of RFB changes using the method determined by PSAI to be most appropriate.
- 1.5 **Restriction on Communication.** Bidders shall not initiate contact with any Eagle County Paramedic Services or PSAI employee, or Eagle County Paramedic Services or PSAI workgroup member, except as provided herein.
- 1.6 **Bidder's Questions & Requests for Clarification.** All questions regarding this RFB should be emailed to office@publicsafetyassociation.org. PSAI will provide written responses to Bidder questions.

2.0 Bid Preparation Instructions

- 2.1 Include the following information on the outside of the Bid:
 - (1) Bidder Name and Address
 - (2) RFB Title
- 2.2 Complete and sign the **Bidder Certification Form** on the **Cover Sheet**.
- 2.3 Complete and sign the **Bidder Worksheet** on **Attachment 3**.
- 2.4 Complete and sign the **Product Specification and Pricing Sheet** on **Attachment 4**.
- 2.5 Complete Forms 1, 2 and 3.

3.0 Bid Format. Bids may be submitted by email or in hard copy form.

- 3.1 **Electronic submission (preferred).** All Bids submitted electronically to office@publicsafetyassociation.org or placed in a secured DropBox at <https://www.dropbox.com/request/u8nCcebKuQBq91q9U6J7> with the words "BID ENCLOSED" followed by the name and the address of the Bidder and the title of the project. The Bid should be attached to the email in Microsoft Word or Adobe Acrobat format. Bid pricing sheet should be submitted in Excel.
- 3.2 **Hard copy submissions.** All hard copy Bids must be submitted in sealed envelopes with the name and the address of the Bidder and the title of the project on the exterior of the package, along with the words "BID ENCLOSED". Bid envelopes must contain one hard copy and one electronic copy of the full bid and a copy supplied on electronic media in Microsoft Word or Adobe Acrobat format. A complete listing of bid products must also be included in an Excel or CSV file using the provided PSAI template.

- 4.0 **Signatures.** Bids that are not signed by the individual making them must be accompanied by a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- 5.0 **Withdrawal of Bids.** Bids may be withdrawn prior to the Bid due date provided that:
- 5.1 Bidder provides a written withdrawal request that is physically received in hard copy form or by email by PSAI by the time and date specified for Bid due date, or
- 5.2 An authorized representative of the Bidder physically retrieves the Bid by providing proof of their identity and signs a receipt for the Bid prior to the time and date specified for the Bid due date.
- 6.0 **Ownership.** Submitted Bids will be the property of Eagle County Paramedic Services and PSAI and will not be returned.
- 7.0 **Schedule.** The schedule of events for this RFB is as follows:

Event	Date
RFB Release	Thursday, August 19, 2021
Deadline for Submission of Questions	Before noon CST on Monday, October 11, 2021
Online Webinar Question & Answer Session	<p>Q&A Session - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Wednesday, September 8, 2021, 10:00 AM - 11:00 AM, CST</p> <p>Join Zoom Meeting https://zoom.us/j/92819502103?pwd=VndTZ3QwQ2VqS2ErWlNOT0FTT1pFUT09 Meeting ID: 928 1950 2103 Passcode: 948255 One tap mobile +13462487799,,92819502103#,,,,*948255# US (Houston) +16699006833,,92819502103#,,,,*948255# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) Meeting ID: 928 1950 2103 Passcode: 948255 Find your local number: https://zoom.us/j/92819502103?pwd=VndTZ3QwQ2VqS2ErWlNOT0FTT1pFUT09</p>
Bid Due Date	Friday, October 15, 2021, prior to 11:00 AM CST
Bid Opening	Friday, October 15, 2021, 1:00 PM CST
Online Webinar Bidder Opening Location	<p>Bid Opening - RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing</p> <p>Friday, October 15, 2021, 1:00 PM - 2:00 PM (CST)</p>

	<p>Join Zoom Meeting https://zoom.us/j/92468911901?pwd=WWVTOlI0WVQ3bWl0RERTUU1GcG5PUT09 Meeting ID: 924 6891 1901 Passcode: 078229 One tap mobile +13462487799,,92468911901#,,,,*078229# US (Houston) +16699006833,,92468911901#,,,,*078229# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Meeting ID: 924 6891 1901 Passcode: 078229 Find your local number: https://zoom.us/u/aAm5svmbM</p>
Contract Award	<p>Contract is targeted to begin on, before or after November 8, 2021 and will continue for 36 months, inclusive with the option to extend up to 24 months, upon agreement by both parties (the "Contract Term").</p>

- 8.0 **Bids as Binding Offers.** Once opened, each Bid is a binding offer that must available for acceptance for 90 days.
- 9.0 **Late Bids.** Late Bids will be deemed unresponsive and will be returned unopened.
- 10.0 **Rejection of Bids.** PSAI reserves the right to reject any or all Bids and to waive informalities and irregularities in Bids. PSAI will reject as nonresponsive Bids that contain material variances from the specifications detailed herein. PSAI considers a variance to be material if that variance gives a bidder substantial advantage or benefit over other bidders.
- 11.0 **Bid Opening.** Bids will be opened at the date, time and location set forth on the Cover Sheet of this RFB. Bids will be opened in the presence of the PSAI Officers identified on the Cover Sheet.
- 12.0 **Evaluation of Bids**
- 12.1 It is PSAI's policy to award contracts to the lowest responsive, responsible bidder or bidders. PSAI reserves the right to consider all elements in addition to cost in the selections of a Bidder, or Bidders, and is not obligated to select the lowest bidder. While cost is an important factor, Bids will be evaluated for responsiveness and Bidders for their responsibility, pursuant to the following criteria.
- 12.2 **Responsive Bids**
- 12.2.1 Bid responsiveness will be determined through evaluation of the following criteria:

<u>Description</u>	<u>Percent</u>
General requirements (applicable)	40
a. Products, services and solutions	

b. Organizational capabilities	
i. Company	
ii. Distributor Network Coverage	
iii. Marketing	
iv. Quality	
v. Administration	
vi. Financial Statements	
vii. Environmental	
viii. Additional Information	
c. Staff qualifications	
Technical requirements (applicable)	20
a. Service	
b. Ordering and delivery	
c. Fill Rates	
d. Returns	
e. Disaster plan	
f. Recalls	
g. Reporting	
a. Cost	40
<hr/>	
TOTAL	100

- 12.2.2 PSAI reserves the right to reject any Bid if the evidence submitted by or an investigation of such Bidder fails to satisfy PSAI that such Bidder is properly qualified to carry out the obligations of the contract and complete the work therein. The competence and responsibility of the Bidder will be considered in making an award.
- 12.2.3 All responses to this RFB should be clear and concise. Bids that are not substantive may be considered unresponsive. Responses of excessive length or containing excessive advertisement are discouraged and may be considered unresponsive. Responses must distinguish between currently available products and those still under development or in the process of becoming a product and service. Bidder is encouraged to make recommendations based on currently deliverable products and services.

13.0 Contract Award

- 13.1 This RFB is not an offer to contract. Only the execution of a written contract award will obligate the PSAI.
- 13.2 PSAI reserves the right to award this Contract to one or more Bidders without prior notification to any other Bidders.
- 13.3 PSAI reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Bidder's response and accepted by PSAI are understood to be included in any contract.
- 13.4 PSAI shall award contract(s) for line items or groups of line items, at its sole discretion.

ATTACHMENT 3 - BIDDER WORKSHEET*RFB 2021-06 Medical Equipment**Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing*

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
1 Bidder certifies that it understands the Contract Management Fee provisions of this RFB and agrees to pay the Contract Management Fee in accordance with those terms.		
2 Bidder certifies that, to the best of its knowledge, no employee, officer or board member of PSAI presently has any financial interest in Bidder.		
3 Bidder certifies that neither its organization nor its executives are currently suspended or debarred by the Federal government or any State or local government.		
4 Bidder certifies that Bidder is not currently involved in any material litigation that could hinder Bidder's ability to provide the Products to PSAI in accordance with the terms of this RFB.		
5 Bidder certifies that it has reviewed the terms and conditions of the RFB. Bidder represents that it understands the obligations of Bidder under any Contract that could be awarded as a result of its Bid. Bidder further warrants that, upon Contract Award, Bidder agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1.		

Provide the following information in your Bid and initial next to each piece of information provided.

Initials**Required Information**

- _____ 1. Identify and provide detailed contact information (name, address, telephone number, fax number, and email address) for the following:
 - a. A single point of contact for all general matters pertaining to the Contract
 - b. A single individual responsible for payment of the Contract Management Fee
 - c. A single individual responsible for preparation of reports under the Contract.
- _____ 2. Organizational background, structure and years in business.
- _____ 3. Submit names, qualifications and years with company of sales team.
- _____ 4. Provide a minimum of 4 references with which you have done business in the past 12 months.
- _____ 5. Provide a brief summary highlighting your organization's capacity:
 - a. Commitment to service
 - b. Past experience with PSAI and its Members
 - c. Coverage area
 - d. Service availability

- e. Customer communications
- f. Technical ability and competence
- g. Range of Products available
- h. Financial strength
- i. Compatible organizational philosophies

- _____ 6. Demonstrate you have the facilities, personnel and equipment to expeditiously provide the Products and to provide the necessary ongoing support.
- _____ 7. Describe your warehouse and distribution system.
- _____ 8. Describe your policies and procedures documenting and resolving customer complaints.
- _____ 9. Describe your procedure for dissemination of new products and equipment and training in use of new products.
- _____ 10. Describe your emergency service procedure for after normal business hours.
- _____ 11. Describe your resources and methodology to provide service to the United States and Canada.
- _____ 12. Describe your repair services and availability of replacement parts.
- _____ 13. Describe your disaster plan to assure service is uninterrupted for any reason.
- _____ 14. Describe any additional services offered by your company.
- _____ 15. Provide a catalog or listing of your complete line of products that includes PSAI pricing for every item in the catalog.
- _____ 16. Submit complete copies of all contracts and order forms Members would be expected to sign when placing orders under this Contract.
- _____ 17. Document Bidder quality assurance program, including a document retention plan.
- _____ 18. Submit sample Purchase Volume Report.
- _____ 19. Submit a proper and verifiable Certificate of Insurance in the minimum amount of \$1,000,000 issued by company rated 'A+' as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
- _____ 20. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation.**

It is the policy of some entities participating in PSAI to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
 - ☐ Respondent Certifies that this firm is a M/WBE **Yes or No**
- Historically Underutilized Business
 - ☐ Respondent Certifies that this firm is a HUB **Yes or No**

Please include a copy(s) of your certification.

BIDDER CERTIFICATION

I warrant that the foregoing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT 4 - PRODUCT SPECIFICATIONS & PRICING WORKSHEET*RFB 2021-06 Medical Equipment**Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing***Product Pricing Certifications**

Provide the following certifications. If you are unable to make the certification as written, please indicate you have an exception in the chart below and provide detailed information about the exception.

Certification	Initials	Exception?
1 Bidder certifies that the product prices included in its bid will be effective on the date of Contract Award.		
2 Bidder certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses.		

Product/Service Specifications for Each Sub Category

Suppliers are to propose the broadest possible selection of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing, related products and solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request For Bid, including but not limited to:

Monitoring & Defibrillation

- This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, pacing, disposable CO2 sampling lines, wave form for capnography, pulse oximetry accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts, 12 Lead ECG and any other monitoring and defibrillation products and solutions offered by Supplier. To include dual mode, AED and Manual.

Automated External Defibrillators

- The AED must be adult and pediatric compliant.
- The AED must enhance user performance by displaying visual icons or audible prompts.
- The AED must guide the rescuer in following the proper rescue sequence.
- The AED must utilize a biphasic technology.
- The AED must be user configurable to adapt to local and changing protocols.
- The AED must be capable of automatic self-tests of the internal circuitry delivery system.

- The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
- The AED must offer the capability of a user-activated manual self-test.
- The AED must include an easily identifiable on/off switch on the front of the device.
- The AED must have an easy to see status indicator that advises users if the unit requires service.
- The AED must offer an audible tone that sounds if the unit requires service.
- The AED must record data to an internal memory.
- The AED must include the ability to download data to a computer.
- The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
- The AED must have a cable length of at least 48 inches.
- The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

Cardiac Monitors/Defibrillators

- All equipment and supplies must be new / unused.
- 4 lead, and 12 lead monitoring capability
- Bi-phasic defibrillation with adult and child defibrillation pads.
- Capable of being programmed to start in Automated External Defibrillator mode.
- Non-invasive pacing capabilities both demand and non-demand.
- Synchronized Cardio version with EKG markers
- End Tidal carbon dioxide monitoring (EtCO₂) wave form capable
- Pulse Oximetry (SpO₂)
- Non-Invasive Blood Pressure (NIBP)
- Batteries- as recommended by provider. A minimum of 2 batteries per unit are required.
- Each defibrillator must be capable, and include equipment for 110 AC charger and Mobile 12 V DC charger. (If that option is available-Not a requirement).
- Cases – as recommended by provider
- Data storage capabilities – detail capacity and data management including hardware and software as applicable.
- Data Retrieval event summary printout
- Data management software package.

Automated CPR Devices

- SPECIFICATIONS FOR MECHANICAL CHEST COMPRESSION SYSTEM
COMPRESSIONRATE: 102 ±2 compressions per minute

- COMPRESSION DEPTH: 2.1 ± 0.1 inches for patients with sternum height greater than 7.3 inches. 1.5 to 2.1 inches for patients with sternum height less than 7.3 inches
- COMPRESSION METHOD: Sternal chest compressions with assistance of suction cup
- CHEST RECOIL: Allows for complete chest wall recoil after each compression
- COMPRESSION MODES: Operator selectable between 30:2 (30 compressions followed by a 3 sec ventilation pause) or Continuous compressions with 10 ventilation alerts per minute
- PATIENTS ELIGIBLE FOR TREATMENT: 6.7 to 11.9 inches sternum height (anterior- posterior). 17.7 inches chest width. No patient weight limitation
- TYPE OF SYSTEM: Two part device assembly (back plate and upper part)
 - Automatic fine-tuning of suction cup's contact to chest when setting the start position
 - Automatic adjustment of compression force and depth to individual chest stiffness
 - Holes in back plate allow for strapping and securing onto transportation device
 - Foldable support legs to minimize size when stored in compact carrying case
- CARRY CASE: Hard-shell carrying case allows for charge while in bag and check of battery status through top window
- COMMUNICATION: Bluetooth 2.1 wireless communication built into device to allow for wireless transmission of device data to PC with Bluetooth ability
- Battery Run Time: 45 minutes (typical)
- Battery Desk-Top Charger: AC Stand-alone charger that charges battery in less than four hours at room temperature

Ventilators

Specification of ICU Ventilator (Respiratory Ventilator)

- Should have facility for Invasive and Non-Invasive ventilation.
- Microprocessor Control suitable for Pediatric and adult ventilation.
- Electromagnetic Compatible Hinged arm holder for holding the circuit.
- Should have inbuilt facility to upgrade with EtcO₂.
- Facility to Measure and display:
 - Status indicator for ventilator mode.
 - Battery indication.
 - Pressure Vs time Vs volume Vs time, flow Vs time 3 curves/ waveforms.
 - Alarm setting.

- Automatic compliance and leakage compensation for circuit and ET Tube.
- Should have facility of log book, for events and alarms with date & time.
- Should have following settings:
 - Tidal volume (Minimum at least 50ml, Maximum up to 2000ml)
 - Inspiratory Pressure (up to 80 cm of H₂O)
 - Respiratory rate 1 to 80 bpm.
 - Apnea back up rate.
 - CPAP/PEEP
 - Pressure support.
 - FiO₂
 - Pause Time
 - Pressure & flow Trigger
 - Inspiratory flow up to 120 Lpm.
- Monitoring and Display of the following Parameters.
 - Airway Pressure (Peak & Mean).
 - Tidal volume (Inspired & Expired).
 - Minute volume (Inspired & Expired)
 - Respiratory mechanics.
 - Spontaneous Minute Volume.
 - Total Frequency.
 - FIO₂ dynamic.
 - Intrinsic PEEP.
 - Plateau Pressure.
 - Resistance & Compliance.
 - Use selector Alarms for all measured & monitored parameters.
 - Occlusion Pressure.
 - Pressure Flow & Volume curves.
- Modes of Ventilation equipped with newer modes of ventilation:
 - Assist /control.
 - Volume Control.
 - Pressure control.
 - Pressure support.
 - SIMV with pressure support (Pressure and volume control).
 - PEEP.
 - Inverse ratio Ventilation.
 - Non-invasive ventilator- BIPAP, CPAP.
 - Apnea Ventilation, User selectable, volume & pressure control.
 - Should have built in safety alarms for Airway Pressure High & low, Minute volume, High & low, power failure, Low oxygen, High Respiratory Rate, Air Source in-operable.
 - Should have inbuilt exhalation filter.
 - Compressor should be of same company inbuilt/ mounted with ventilator assembly.
 - Should have compatibility with existing central pipe line.
- Standard Accessories along with:
 - Patient breathing circuit of silicone for Adult & Pediatric (reusable).

- Non-invasive ventilator mask reusable for adult (3sizes) and pediatric according to
 - age- 4set each.
- ET tube cuff pressure monitor and HME filter - 10.

Video Laryngoscopes

- Combines line-of-sight video from its portrait display with the familiar Macintosh technique. So you retain your traditional laryngoscopy skills
- Drop tested to two meters and fully submersible. Designed to endure fast-paced hospital and EMS environments
- One-handle with multiple blade options. From pediatric to adult patients and routine to extreme airways

Other Medical Devices not listed in Bid

- Must be used in EMS, Fire and other Public Safety space
- Must be sized to fit into first responder vehicles

Training and Accessories

- Training and Accessories for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes

Extended Warranties, Services and Financing

- Extended Warranties for all products lines
 - Automated External Defibrillators
 - Cardiac Monitors/Defibrillators
 - Automated CPR Devices
 - Ventilators
 - Video Laryngoscopes
 - Service Contract
 - Finance and Leasing Programs

Product / Service Pricing

- 1 Submit pricing for a base model for each Product and include pricing for all other models you would like to have as part of the RFB.
 - a. Bid your base model and list what options are included in the price.
 - b. Price and itemize list of all additional options that are not included in the base price.
 - c. Price and itemize list of all accessories available.
 - d. Price and itemize list of any training available.
 - e. Price extended warranty.

BIDDER PRICING CERTIFICATION

I warrant that the product pricing certifications and information provided as part of this Bid is accurate and complete to the best of my knowledge.

Date: _____

By: _____

Company Name & Address:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

**ATTACHMENT 5 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
SUBMIT WITH RFB**

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

Designation of Confidential and Proprietary Information		
The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in article 74 section 7-74-102, Colorado State Statutes, or is otherwise material that can be kept confidential under the Colorado Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.		
Section	Page Number	Topic

Check mark : ☐ This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade Secret definitions are found in article 74 section 7-74-102 in Colorado State Statutes

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The Eagle County Paramedic Services considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the Eagle County Paramedic Services harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

ATTACHMENT 6 – SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION
SUBMIT WITH RFB

RFB 2021-06 Medical Equipment

Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below.

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
 YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
 YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 40 U.S. states?
 YES____ NO____
- D. Did your company have sales greater than \$50 million last year in the United States?
 YES____ NO____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
 YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting Eagle County Paramedic Services program contract?
 YES____ NO____
- G. Does your company agree to respond to all agency referrals from Managing Agency within 2 business days?
 YES____ NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with the Managing Agency to monitor program implementation progress?
 YES____ NO____
- I. Will the Eagle County Paramedic Services program contract be your lead public offering to Participating Public Agencies?
 YES____ NO____

Submitted by:

Signature

Title

Name (type or print)

Date

ATTACHMENT 7 – COST / FINANCIAL PROPOSAL**SUBMIT WITH RFB***RFB 2021-06 Medical Equipment**Such As: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing***NAME OF FIRM:****Product Pricing**

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFB.

BIDDER CERTIFICATIONS

Bidder, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to the public response opening, either directly or indirectly, to any other Bidder or competitor.
- c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition

Additional Requirements for Medical Equipment:**1. CONTRACT FEE**

Must include contract fee in pricing.

2. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with PSAI.

3. PERFORMANCE UNDER CONTRACT

PSAI is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and PSAI in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

- c. Maintain sufficient qualified staff to promptly process all communications from PSAI or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
 - d. As may be requested by PSAI, replace any staff members who are not providing the service and expertise deemed necessary by PSAI for acceptable support of End Users.
 - e. Furnish, on request of PSAI, reasonable data, forms and graphic material to be used in brochures or other print media, or on PSAI's website.
 - f. Allow access to PSAI authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- Purchase Volume / Sales Reports – Reporting Requirements:

1. Bidder agrees to submit detailed itemized monthly reports using the "Purchase Volume / Sales Report Template" provided by PSAI. Sales must be reported during the month in which purchase order was accepted. PSAI recognizes that the actual date(s) of delivery may be unavailable at that time and requests that delivery dates be reported when they are known.
 2. Purchase Volume / Sales Reports must be generated in Microsoft Excel and submitted via electronic mail to PSAI by the 15th day of the month following. For example, if you are reporting for the month of June, your report would be due by the 15th of July and would contain any new sales for the month of June. Reports will include, but are not limited to the following:
 - PSAI Member Number
 - Service Name
 - City
 - State
 - Invoice_Number
 - Invoice_Date
 - Item_Number
 - Item_Description
 - Quantity
 - Unit_Price
 - Ext_Price
 - PSAI Contract Management Fee
 3. Failure to provide the detailed itemized Purchase Volume / Sales Reports may result in a \$50 late charge per day and may also result in termination of this Contract, at the discretion of PSAI.
- g. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

Proposer shall provide a percentage markup from cost (or discount off of list) on all items not on the core bidding list. This percentage mark-up or discount may be priced by category defined in Form 2 of the RFB or by manufacturer.

**PRICING, PRODUCT AND SERVICE SPECIFICATIONS,
QUALITY AND SERVICE REQUIREMENTS**

Eagle County Paramedic Services is seeking proposals from qualified firms to establish a cooperative contract or contracts for Medical Equipment on behalf of all public safety services, local governments, school districts, and higher education in the United States of America, and other governmental agencies and nonprofit organizations.

Liability insurance: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

Contract Management Fees:

The Contract Management Fee will be 3% of the value gross sales made under this Contract and calculated based on the gross sales of each calendar month invoiced, regardless of when Bidder receives payment from the Member.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

Product Pricing

Complete each item on the following pricing chart. You are not required to offer every product or serve every country or state in which PSAI has members; when that is the case, indicate "no bid" on the chart. Quoted prices must include delivered prices, which include all transportation and delivery charges. Ensure that all products offered below comport with the essential product specifications outlined above.

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

Additional Requirements for Technology Category

- 1) Must include contract fee in pricing.
- 2) Must be authorized to sell all technology items specified. A letter of authorization from each mfg. must be submitted with your response.
- 3) Favorable past performance as the Prime Contract holder of a similar National or State Contract within the past 3 years. Please provide the name of the contract(s).

Contract Title(s): _____

[illegible]

**EXHIBIT A – EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. –
NATIONAL COOPERATIVE CONTRACT**
1.0 Scope of National Cooperative Contract
1.1 Requirement

Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment. The intent of this Request For Bid is that any contract between Principal Procurement Agency and Supplier resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration with PSAI as a Participating Public Agency is accomplished by Public Agencies joining PSAI and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither PSAI or its Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on PSAI's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through PSAI.

These requirements are incorporated into and are considered an integral part of this RFB. PSAI reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement PSAI and its Partners intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The PSAI marketing team and its Partners will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The PSAI sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The PSAI contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Savvik Buying Group will serve as the lead marketing agent for the contract.
- B. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- C. Training sessions for Public Agency teams
- D. Training sessions for Supplier teams
- E. Regular business reviews to monitor program success
- F. General contract administration

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Public Safety Association Inc. Company Administration Agreement between Supplier and PSAI (the "PSAI Administration Agreement")

1.4 Award Basis

The basis of any contract award resulting from this RFB made by Principal Procurement Agency will be the basis of award on a national level through PSAI. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through PSAI. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and PSAI shall agree.

1.5 Objectives of a Cooperative Program

This RFB is intended to achieve the following objectives regarding availability through PSAI's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market cooperative strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and PSAI designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the Supplier's primary "go to market" cooperative strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with PSAI and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Bidder may offer "local contracts" to offer pricing to members in special situations without affecting the overall master agreement.

Multiple Unit Sales: Successful bidder may negotiate better pricing with PSAI/Savvik Buying Group member if member is purchasing 2 or more units in one order without effecting the overall bid price. The order needs to be completed in a 6 month time frame. All units are subject to contract management fee.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through PSAI nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to PSAI in accordance with the PSAI Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

EXHIBIT B
EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC.
COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with Public Safety Association Inc. ("PSAI") and its marketing Partners or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through PSAI and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

<p style="text-align: center;">EXHIBIT C EAGLE COUNTY PARAMEDIC SERVICES PRINCIPAL PROCUREMENT AGENCY CERTIFICATE</p>
--

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Eagle County Paramedic Services ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Public Safety Association Inc. (PSAI). I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity, as Principal Procurement Agency for PSAI, Eagle County Paramedic Services agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Eagle County Paramedic Services

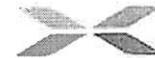
Signature



**EAGLE COUNTY
PARAMEDIC SERVICES**



Public Safety Association Inc
WORKING FOR YOU



SAVVIK™
BUYING GROUP

**Eagle County Health Service District, dba Eagle County Paramedic Services
Public Safety Association Inc.
North Central EMS Corporation, dba Savvik Buying Group**

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. *See* Colorado Stat. §24-110-101. Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts *See* Colorado Stat. §24-110-102.

Specifically, the Eagle County process includes:

1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
 - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by Eagle County and PSAI.
4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI office below.



56 33rd Ave S, PMB 347 St. Cloud, MN 56301
855-795-1772
office@publicsafetyassociation.org
www.publicsafetyassociation.org



**EAGLE COUNTY
PARAMEDIC SERVICES**

1055 Edwards Village Blvd
Edwards CO, 81632
970-926-5270
<https://eaglecountyparamedics.com>



56 33rd Ave S, PMB 344, St. Cloud, MN 56301
888-603-4426 320-295-7098 (fax)
office@savvik.org
www.savvik.com

Ad #: 0000672234-01

Customer: PUBLIC SAFETY ASSOCIATION, INC.

Your account number is: 10021217

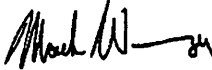
**PROOF OF PUBLICATION
EAGLE VALLEY ENTERPRISE**

**STATE OF COLORADO
COUNTY OF EAGLE**

I, Mark Wurzer, do solemnly swear that I am Publisher of the EAGLE VALLEY ENTERPRISE, that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

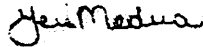
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 8/19/2021 and that the last publication of said notice was dated 8/26/2021 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 11/4/2021.



Mark Wurzer, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Eagle, State of Colorado this day 11/4/2021.



Jeri Medina, Notary Public

My Commission Expires: August 19, 2024

**NOTICE**

Notice is hereby given that several bills are on file for the procurement of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitor/Defibrillators, Automated CPR, Defibrillator Ventilation, Vital Signs Monitors, Other Medical Equipment, Training Accessories, Service Plans and Financing to benefit of the Public Safety Association Inc. c/o Eagle County Paramedic Services. To obtain a copy of the Request for Bid (RFB), please contact Emily Johnson at 1-855-755-1772 or send an email request to emjohnson@psa-inc.com. Sealed bids must be received in the office of Public Safety Association Inc. c/o Eagle County Paramedic Services, 36 12th Ave S, P.O. Box 247 St. Cloud, MN 56301, prior to 11:00 AM CST on Friday, October 15, 2021. Bids may be viewed and downloaded (online) at: www.eaglecounty.org per instructions in RFB. Bids will be opened at 1:00 PM CST, Friday, October 15, 2021 in the meeting room. The Public Safety Association Inc. c/o Eagle County Paramedic Services reserves the right to reject any or all bids. We do not accept cash payment for bids. Bids must be on the basis of cash payment by wire and accompanied by a cash receipt, certified check or a money order sent in the State of Minnesota. If a bidder's bond made payable without conditions to Public Safety Association Inc. c/o Eagle County Paramedic Services in an amount of \$1,000.00.

Published in the Eagle Valley Enterprise on August 19 and 26, 2021. 0000672234