



Contract Renewal

Anderson County Courthouse
Purchasing Department
100 North Main Street, Room 214
Clinton, Tennessee 37716-3617

Phone - (865) 457-6218
Fax - (865) 264-6252
Email - purchasing@andersoncountyttn.gov
Web - www.andersoncountyttn.gov

July 14, 2025

❖ **Anderson County Government desires to exercise the option to renew the following contract:**

- Vendor/Contract Title: Knox County Regional Forensic Center/Medical Examiner
- Contract Number: 23-0010
- Original Term: August 1, 2022 to July 31, 2023 with five one-year renewal options
- Renewing for Period: August 1, 2025 to July 31, 2026

VENDOR

Please sign as evidence of your review and approval to renew the contract as specified above

[Signature] 7/25/25
Authorized Signature (SIGN IN BLUE INK) Date

Glenn Jacobs, Mayor
Name and Title

ANDERSON COUNTY ELECTED OFFICIAL/DEPARTMENT HEAD

[Signature] 7/29/25
Authorized Signature (SIGN IN BLUE INK) Date

Name and Title

ANDERSON COUNTY FINANCE DIRECTOR

ANDERSON COUNTY LAW DIRECTOR (Approved as to Legal Form)

[Signature] 7/29/25
Robert Holbrook, Finance Director Date

Law Director Date

APPROVED AS TO LEGAL FORM

[Signature]
James W. Brooks
Anderson County Law Director

(SIGN IN BLUE INK)

Contract No.: 25-478

APPROVED AS TO LEGAL FORM

[Signature]
Knox County Law Director Date

Janitorial Supplies

26-0014

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Norvex Supply** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **Janitorial Supplies** for the Anderson County Detention Facility Per **Bid #2543 Exhibit 1**.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: **Bid #2543, Exhibit 1**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on the date of final signature and shall expire five years after that date.

Release. Contractor hereby agrees to release, indemnify, 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 Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor 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.

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.

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.

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.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

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.

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 by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in 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.

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

Hold Harmless.

The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:


Signature _____ Date 7-18-25
Martin K. Norvell

NORVEX SUPPLY
1807 GOODWIN ST
CORBIN, KY 40701

Printed Name

Chief Operating Officer
Title

Norvex Supply, Inc
Name of Company

1807 Goodwin St.
Address

Corbin, KY 40701
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

James Brash 07-24-2025
Law Director Date

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

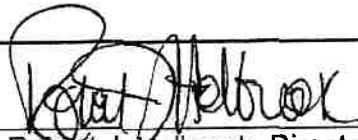
Bid #2543

Date Issued: June 11, 2025

Bids will be received until
2:30 p.m. Eastern Time on June 27, 2025

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Director of Finance

BID DESCRIPTION

Bid for Detention Facility Janitorial Supplies. Vendors are to provide one original and one copy.

Bids must be in sealed envelopes with the bid number clearly labeled.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kkleehammer@andersoncountyttn.gov.

Bid #2543 –

Janitorial Supplies for the Anderson County Detention Facility

Anderson County is seeking bids for janitorial supplies to be used at the Detention Facility. The County anticipates issuing a five-year contract. The County reserves the right to award by category to multiple vendors. Delivery shall be within 24 hours after order is placed unless otherwise agreed upon by the Detention Facility and the vendor.

Vendors shall provide pricing per each item.

Paper Products			
Item	Description	Brand	Price / Unit
1	56 gallon / 1.5 mil Can Liners <u>100</u> qty. per case	Co-ex	\$ <u>28.30</u>
2	30 gallon Can Liners <u>500</u> qty. per case	National	\$ <u>24.12</u>
3	Center Pull Towels, 2 ply <u>6</u> Rolls per case <u>600</u> Sheets per Roll	C-pull	\$ <u>27.34</u>
4	Kitchen Paper Towels, 2 ply <u>30</u> Rolls per case <u>85</u> Sheets per Roll	Kitchen-T	\$ <u>26.15</u>
5	Toilet Tissue, 2 ply <u>96</u> Rolls per case <u>500</u> Sheets per Roll	Soft+Touch	\$ <u>38.95</u>

Cleaning Products			
Item	Description	Brand	Price / Unit
6	Bleach chlorine (disinfectant / laundry) 1 gallon bottle, <u>6</u> gallons per case	Bleach	\$ <u>19.92</u>
7	Scouring Powder <u>21</u> oz per container, <u>24</u> qty. per case	Ajax	\$ <u>35.96</u>
10	Oven Cleaner, non-aerosol quarts <u>12</u> quarts per case	Solutions	\$ <u>26.16</u>
11	Clorox Clean-Up, disinfectant spray <u>128</u> size, <u>4</u> qty. per case	Clean-Up	\$ <u>30.68</u>
12	De-Limer / De-Scaler (example - Limeaway) <u>128</u> size, <u>4</u> qty. per case	Lime Release	\$ <u>34.72</u>

Vendor Name: Norvex Supply

13	RTU spray cleaner, non-aerosol quarts (example - 409) <u>12</u> quarts per case	Right Force	\$ <u>27.80</u>
14	RTU ammonia free glass cleaner, non-aerosol quarts <u>12</u> quarts per case	Kleer View	\$ <u>29.16</u>
15	24 inch push broom w/ handle <u>1</u> qty. per case	Paragon	\$ <u>15.94</u>
16	Rubbermaid # FG637500 Kitchen Broom <u>1</u> qty. per case (or equivalent, include brochure)	Rubbermaid	\$ <u>8.74</u>
17	Plastic or Rubber Dust Pans	ACS	\$ <u>3.99</u>
18	Scrub Pads, 6" X 9" X 1/4" (example - 3M Scotch Brite) <u>60</u> qty. per package	ACS	\$ <u>18.62</u>
19	Side-gate Plastic Mop Handle, <u>1</u> qty. per case	Paragon	\$ <u>8.65</u>
20	24 oz Looped-end, Cotton Mop Head, <u>1</u> qty. per case	Paragon	\$ <u>6.98</u>
21	20 inch stripping pads, <u>5</u> qty. per case	NVX	\$ <u>17.90</u>
24	Toilet Bowl Brush, All Plastic (example- Wilen J501001)	Paragon	\$ <u>0.98</u>
25	Liquid, disinfectant hand soap, 1 gallon <u>4</u> qty. per case	Solutions	\$ <u>35.88</u>
26	Hand Sanitizer, with 12 dispensers (example - Purell 33.8 oz.) <u>33.8oz</u> size, <u>1</u> containers per case		\$ <u>3.93</u>
27	Surface Sanitizing Wipes <u>80</u> qty. per container, <u>6</u> containers per case	Disinfectant Wipes	\$ <u>28.32</u>

Vendor Name: Norvex Supply

28	Self-Shine, high solids floor wax, 5 gallons (example – Buckeye Castleguard)	High Solids	\$ <u>62.30</u> 5 gallon
29	Wax stripper, 5 gallons (example – Buckeye Ripsaw)	Zap 'O' Strip	\$ <u>48.25</u> 5 gallon
30	Ice Melt, <u>50lb</u> size	Melter	\$ <u>7.70</u> each

Concentrated Cleaners

Item	Description	Brand	Price / Unit
31**	Lemon Quat Disinfectant, 30 gallon drum Dilution Ratio <u>2oz</u> per gallon	Lemon-Q	\$ <u>283.00</u>
32**	Neutral PH Mopping Solution, 30 gallon drum Dilution Ratio <u>2oz</u> per gallon	Solutions	\$ <u>168.10</u>
33	1 quart spray bottles w/ triggers	Plastico	\$ <u>1.20</u>
**Price to include 5 each, two product dilution centers ✓			

Car Care Products

Item	Description	Brand	Price / Unit
34	Car wash and wax concentrate <u>1gal</u> size, <u>4</u> containers per case	Wash & Wax	\$ <u>34.00</u>
35	Tire and Rubber Dressing (example – Armor All) <u>1gal</u> size, <u>4</u> containers per case	Protector	\$ <u>46.32</u>

Vendor Name: Norvex Supply

36	8" Car Wash Brush w/ handle (example – Carlisle 361251)	ACS	\$ <u>13.74</u>
37	Tire and Wheel Brush (example – Carlisle 361247)	ACS	\$ <u>5.91</u>

Laundry Detergent			
<ul style="list-style-type: none"> • Liquid Chemical ONLY • "One-Shot" product-has ingredients necessary to clean all textiles • Enzyme detergent with oxygen bleach for stain removal • Washes in cold or warm water • Certified EPA Design for the environment • 100% biodegradable with NO phosphates, caustics, perfumes or dyes • Designed for use with automatic dispensing system • Successful bidder is to provide and install dispensers • Successful bidder it to provides preventative maintenance for dispensers • Product and dispensers MUST be designed for use in a secure environment (Detention Facility) ✓ 			
Item	Description	Size & Brand	Price / Unit
38	Laundry Detergent	Chemnet 15gal	\$ <u>219.35</u>
39	Fabric Softener	Chemnet 15gal	\$ <u>235.40</u>
40	Oxygen Bleach	Chemnet 15gal	\$ <u>239.80</u>

Vendor Name: Norvex Supply

Attachment 1
BID NUMBER: 2543 – Janitorial Supplies for the Detention Facility

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda (if any):
 (Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
 Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Norvex Supply
 Vendor Name

1807 Goodwin St.
 Vendor Address

Corbin
 City

KY 40701
 State Zip

Telephone Number 1-800-660-8210

John Blankenship
 Lead Contact Person (Please Print)

office@norvex.net
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

61073303B

State of Tennessee Business License Number:
 License # _____

I agree to abide by all Terms and Conditions of this
 Invitation to Bid and certify that I am authorized to sign
 this bid for the vendor. Failure to include any
 information mentioned in the bid or to comply with
 these bid instructions may result in rejection of your
 entire bid. Signing this form affirms that the original
 Invitation for Bid document has not been altered in any
 way.

Authorizing Signature:


 (Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF

TN

COUNTY OF

Campbell

I state that I am (Title) Regional Manager of (Name of My Firm) Norvex Supply and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Norvex Supply, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Norvex Supply understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Sworn to and subscribed before me this

23rd

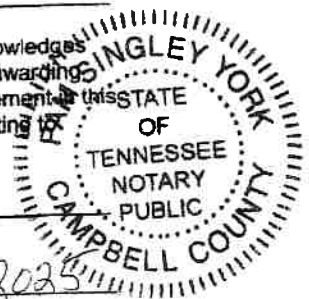
day of

June2025

My commission expires:

03/07/2027

Notary Public



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
 - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 3

DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 - DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Norvex Supply

Type of Company: (Check One)

(☒) Corporation (☐) Partnership (☐) Limited Liability (☐) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ☒ No ☐

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
☐ African American ____%
☐ Hispanic ____%
☐ Asian/Pacific Islander ____%
☒ Other 51% Women-owned (please indicate)

Please name the entity of certification: Commonwealth of Kentucky

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: [Signature] OFFICER OF THE COMPANY

Name: John Blankenship Title: Regional Rep. to

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Campbell

ON June 20, 2025 BEFORE ME, Pam Singley York

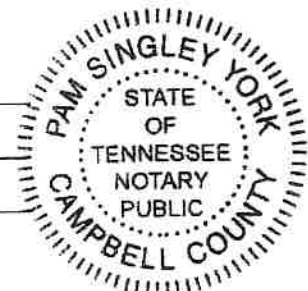
PERSONALLY APPEARED John Blankenship, PERSONALLY KNOWN TO ME [OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY Pam Singley York

PRINTED FULL NAME OF NOTARY: Pam Singley York

MY COMMISSION EXPIRES: 03/07/2025



Attachment 4 Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- | | | | |
|----|-------------------------------------|--|---|
| 1. | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$500,000 per occurrence
\$1,000,000 aggregate |
| | <input checked="" type="checkbox"/> | Occurrence Form Only | |
| | <input checked="" type="checkbox"/> | Include Premises Liability | |
| | <input checked="" type="checkbox"/> | Include Contractual | |
| | <input checked="" type="checkbox"/> | Include XCU | |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> | Include Personal Injury | |
| | <input checked="" type="checkbox"/> | Include Independent Contractors | |
| | <input checked="" type="checkbox"/> | Include Vendors Liability | |
| | <input checked="" type="checkbox"/> | Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | <input type="checkbox"/> | Include Garage Liability | |
| | <input type="checkbox"/> | Include Garage Keepers Liability | |
| | <input type="checkbox"/> | Copy of Valid Driver's License | |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <input type="checkbox"/> | Builders Risk | |
| | <input type="checkbox"/> | Inland Marine | |
| | <input type="checkbox"/> | Transportation | |
| 6. | <input checked="" type="checkbox"/> | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This <u>MUST</u> be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. | |

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Norvex Supply
Vendor Name

John Blankenship
Bid Representative Name (Please Print)


Authorized Signature
12-20-25
Date

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

[Signature]
 Contractor or Company Owner (signature)

6/20/25
 Date

Norvex Supply / Martin K. Norvell
 Contractor or Company Name (print)

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

Email: purchasing@andersoncountyttn.gov
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid.

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.

Janitorial Supplies

26-0015

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Ellison Sanitary Supply** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **Janitorial Supplies** for the Anderson County Detention Facility Per **Bid #2543 Exhibit 1**.

Standard of Performance. Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before commodities are delivered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: **Bid #2543, Exhibit 1**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on the date of final signature and shall expire five years after that date.

Release. Contractor hereby agrees to release, indemnify, 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 Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor 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.

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.

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.

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.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

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.

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 by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in 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.

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

Hold Harmless.

The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Delivery. The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

Inspection. Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Uniform Commercial Code. All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

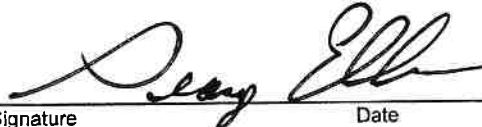
Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:


Signature _____ Date 7/22/25
George Ellison

Printed Name

President

Title

Ellison Sanitary Supply

Name of Company

106 Nevada Ave

Address

LaFollette, TN 37766

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

James Brooks 07-24-2025

Law Director

Date

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

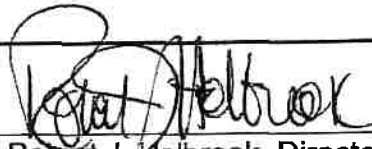
Bid #2543

Date Issued: June 11, 2025

Bids will be received until
2:30 p.m. Eastern Time on June 27, 2025

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Director of Finance

BID DESCRIPTION

Bid for Detention Facility Janitorial Supplies. Vendors are to provide one original and one copy.

Bids must be in sealed envelopes with the bid number clearly labeled.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kleehammer@andersoncountyttn.gov.

Bid #2543 –

Janitorial Supplies for the Anderson County Detention Facility

Anderson County is seeking bids for janitorial supplies to be used at the Detention Facility. The County anticipates issuing a five-year contract. The County reserves the right to award by category to multiple vendors. Delivery shall be within 24 hours after order is placed unless otherwise agreed upon by the Detention Facility and the vendor.

Vendors shall provide pricing per each item.

Paper Products			
Item	Description	Brand	Price / Unit
1	56 gallon / 1.5 mil Can Liners 100 qty. per case ET3858XH Black	Ellison	\$ 23.98
2	30 gallon Can Liners 500 qty. per case VALH303710n	IBC	\$ 24.00
3	Center Pull Towels, 2 ply 6 Rolls per case 600 Sheets per Roll	6000045 Right Choice	\$ 26.61
4	Kitchen Paper Towels, 2 ply 30 Rolls per case 85 Sheets per Roll	Morcon	\$ 26.72
5	Toilet Tissue, 2 ply 96 Rolls per case 500 Sheets per Roll		\$ 42.43

Cleaning Products			
Item	Description	Brand	Price / Unit
6	Bleach chlorine (disinfectant / laundry) 1 gallon bottle, 6 gallons per case	Prime	\$ 25.20
7	Scouring Powder 21 oz per container, 24 qty. per case	Ajax 21427P	\$ 39.60
10	Oven Cleaner, non-aerosol quarts 12 quarts per case	Spartan	\$ 49.50
11	Clorox Clean-Up, disinfectant spray Gal size, 4 qty. per case	Clorox	\$ 54.42
12	De-Limer / De-Scaler (example - Limeaway) Gal size, 4 qty. per case 4/1 gal	Spartan	\$ 61.27

Vendor Name: Ellison Sanitary Supply

13	RTU spray cleaner, non-aerosol quarts (example – 409) <u>12</u> quarts per case Lemonator	Ellison	\$ <u>29.13</u>
14	RTU ammonia free glass cleaner, non-aerosol quarts <u>12</u> quarts per case	Ellison	\$ <u>29.50</u>
15	24 inch push broom w/ handle Grey Flagged <u>1</u> qty. per case 60" Metal Handle	Nexstep	13.95 \$ <u>5.59</u>
16	Rubbermaid # FG637500 Kitchen Broom <u>1</u> qty. per case (or equivalent, include brochure)	Better Brush 430709	\$ <u>10.75</u>
17	Plastic or Rubber Dust Pans	Nexstep	\$ <u>2.95</u>
18	Scrub Pads, 6" X 9" X 1/4" (example – 3M Scotch Brite) <u>60</u> qty. per package	Prolink YH196	\$ <u>29.50</u>
19	Side-gate Plastic Mop Handle, <u>1</u> qty. per case	Nexstep 96516	\$ <u>13.23</u>
20	24 oz Looped-end, Cotton Mop Head, <u>12</u> qty. per case	Prolink 34md 1"	\$ <u>59.76</u> doz 4.98 each
21	20 inch stripping pads, <u>5</u> qty. per case	3M	\$ <u>18.50</u>
24	Toilet Bowl Brush, All Plastic (example- Wilen J501001)	Better Brush 280211	\$ <u>2.70</u>
25	Liquid, disinfectant hand soap, 1 gallon <u>4</u> qty. per case	Kutol 6009	\$ <u>53.41</u>
26	Hand Sanitizer, with 12 dispensers (example – Purell 33.8 oz.) <u>11</u> size, <u>6</u> containers per case Free Disp.	Prolink 68810pl	\$ <u>76.75</u>
27	Surface Sanitizing Wipes <u>80</u> qty. per container, <u>6</u> containers per case	Essity	\$ <u>27.60</u>

Vendor Name: Ellison Sanitary Supply

28	Self-Shine, high solids floor wax, 5 gallons (example – Buckeye Castleguard)	SC Johnson	\$ <u>98.00</u> 5 gallon
29	Emulisfer Plus Wax stripper, 5 gallons (example – Buckeye Ripsaw)	Spartan	\$ <u>79.37</u> 5 gallon
30	Ice Melt, <u>50</u> size Safe-Step	Safe-Step	\$ <u>15.44</u> each

Concentrated Cleaners

Item	Description	Brand	Price / Unit
31**	Lemon Quat Disinfectant, 30 gallon drum Dilution Ratio <u>2oz</u> per gallon DMQ Spartan	Spartan	\$ <u>295.54</u>
32**	Neutral PH Mopping Solution, 30 gallon drum Dilution Ratio <u>2oz</u> per gallon Damp Mop	Spartan	\$ <u>235.53</u>
33	1 quart spray bottles w/ triggers	BB	\$ <u>1.35</u>

**Price to include 5 each, two product dilution centers

Car Care Products

Item	Description	Brand	Price / Unit
34	Car wash and wax concentrate <u>gal</u> size, <u>4</u> containers per case 1:128	Spartan	\$ <u>88.69</u>
35	Tire and Rubber Dressing (example – Armor All) <u>gal</u> size, <u>4</u> containers per case	Ellison Tire Shine	\$ <u>120.00</u>

Vendor Name: Ellison Sanitary Supply

36	8" Car Wash Brush w/ handle (example – Carlisle 361251)	Wood Handle	5.39
		10" Green	\$ <u>23.00</u>
37	Tire and Wheel Brush (example – Carlisle 361247)	96501	
		9" Nylon	\$ <u>4.98</u>

Laundry Detergent

- Liquid Chemical ONLY
- "One-Shot" product-has ingredients necessary to clean all textiles
- Enzyme detergent with oxygen bleach for stain removal
- Washes in cold or warm water
- Certified EPA Design for the environment
- 100% biodegradable with NO phosphates, caustics, perfumes or dyes
- Designed for use with automatic dispensing system
- Successful bidder is to provide and install dispensers
- Successful bidder it to provides preventative maintenance for dispensers
- Product and dispensers MUST be designed for use in a secure environment (Detention Facility)

Item	Description	Size & Brand	Price / Unit
38	Laundry Detergent CLF 3	15 gal Spartan	\$ <u>299.00</u>
39	Fabric Softener CLF 6	15 gal Spartan	\$ <u>256.74</u>
40	Oxygen Bleach CLF 5	15 gal Spartan	\$ <u>129.90</u>

Vendor Name: Ellison Sanitary Supply

Attachment 1
BID NUMBER: 2543 – Janitorial Supplies for the Detention Facility

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda (if any):
 (Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
 Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Ellison Sanitary Supply
 Vendor Name
 106 Nevada Avenue
 Vendor Address
 LaFollette
 City
 Tennessee 37766
 State Zip
 Telephone Number 423-562-3312
 Lauren Roberts
 Lead Contact Person (Please Print)
 lauren.ellisonsupply@gmail.com
 E-Mail Address
 Taxpayer Identification Number, Social Security or
 Employer Identification Number:
 62-0758236
 State of Tennessee Business License Number:
 License # 0101180723

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:


 (Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

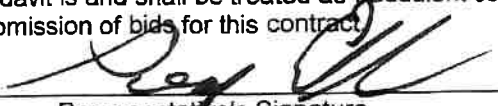
Non-Collusion AffidavitSTATE OF TennesseeCOUNTY OF Campbell

I state that I am (Title) President of (Name of My Firm) Ellison Sanitary Supply and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Ellison Sanitary Supply, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Ellison Sanitary Supply understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.


Representative's Signature

President

Title

Sworn to and subscribed before me this 25th day of June 2024

Irvin R. Davis
Notary Public

My commission expires: 3-14-26

Attachment 3

DIVERSITY BUSINESS INFORMATION **ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Ellison Sanitary Supply

Type of Company: (Check One)

(X) Corporation () Partnership () Limited Liability () Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes No X

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
☐ African American ____%
☐ Hispanic ____%
☐ Asian/Pacific Islander ____%
☐ Other ____% (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: George Ellison OFFICER OF THE COMPANY

Name: George Ellison Title: President

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Campbell

ON June 25, 2025, BEFORE ME, Tracie L. Davis

PERSONALLY APPEARED George Ellison PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Tracie L. Davis

PRINTED FULL NAME OF NOTARY: Tracie L. Davis

MY COMMISSION EXPIRES: 3-14-26



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
 - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.E. Hill and Son Inc PO Box 1406 701 W Central Ave La Follette TN 37766		CONTACT NAME: Molly Starbird PHONE (A/C No. Ext): (423) 562-2112 E-MAIL ADDRESS: molly@eehill.com FAX (A/C No.): (423) 566-2114	
INSURED Ellison Sanitary Supply Company, Inc. PO Box 370 La Follette TN 37766		INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2411601419		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPP01053	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP01054	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XLP01055	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC044-0743160-2024A	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WORKERS COMPENSATION EXCLUSION - GEORGE ELLISON & CANDIE ROBERTS							

CERTIFICATE HOLDER ANDERSON COUNTY GOVERNMENT 100 NORTH MAIN STREET CLINTON TN 37716	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment 4 Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- | | | | |
|----|-------------------------------------|--|---|
| 1. | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$500,000 per occurrence
\$1,000,000 aggregate |
| | <input checked="" type="checkbox"/> | Occurrence Form Only | |
| | <input checked="" type="checkbox"/> | Include Premises Liability | |
| | <input checked="" type="checkbox"/> | Include Contractual | |
| | <input checked="" type="checkbox"/> | Include XCU | |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> | Include Personal Injury | |
| | <input checked="" type="checkbox"/> | Include Independent Contractors | |
| | <input checked="" type="checkbox"/> | Include Vendors Liability | |
| | <input checked="" type="checkbox"/> | Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | <input type="checkbox"/> | Include Garage Liability | |
| | <input type="checkbox"/> | Include Garage Keepers Liability | |
| | <input type="checkbox"/> | Copy of Valid Driver's License | |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <input type="checkbox"/> | Builders Risk | |
| | <input type="checkbox"/> | Inland Marine | |
| | <input type="checkbox"/> | Transportation | |
| 6. | <input checked="" type="checkbox"/> | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This <u>MUST</u> be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. | |

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Ellison Sanitary Supply

Vendor Name

George Ellison

Bid Representative Name (Please Print)

Authorized Signature

6/26/25

Date

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.


 Contractor or Company Owner (signature)

6/26/25
 Date

Ellison Sanitary Supply
 Contractor or Company Name (print)

ORDER OVERVIEW

Expiry Date: 8/30/2025

Rep Name: JD Walker

Rep Email: jwalker@eunasolutions.com

Anderson County, TN

Clinton, TN 37716

USA

Subscription Term (# Years): 3

Currency: USD

ORDER DETAILS AND PRICING

Year 1

Recurring Services		
Solution	Name	Quantity
Grants Management - eCivis	Unlimited Licenses	1
Grants Management - eCivis	Grants Seeker	1
Grants Management - eCivis	Research	1
Sub-Total		\$34,500.00

One-Time Services		
Solution	Name	Quantity
Grants Management - eCivis	Grant Seeking Suite	1
Grants Management - eCivis	Grant Seeking Data Integration - Expenditure with Budget Auto Update Bundle (FMS>GN)	1

Sub-Total

\$21,250.00

Year 2

Recurring Services		
Solution	Name	Quantity
Grants Management - eCivis	Unlimited Licenses	1
Grants Management - eCivis	Grants Seeker	1
Grants Management - eCivis	Research	1
Sub-Total		\$34,500.00

Year 3

Recurring Services		
Solution	Name	Quantity
Grants Management - eCivis	Unlimited Licenses	1
Grants Management - eCivis	Grants Seeker	1
Grants Management - eCivis	Research	1
Sub-Total		\$34,500.00

PAYMENT INFORMATION AND CONTRACT TERMS

Accounts Payable Contact:

Name: _____

Email: _____

Customer Signature: _____

Name: _____

Title: _____

Acceptance Date: _____

APPROVED AS TO LEGAL FORM



James W. Brooks
Anderson County Law Director

Terms and Conditions

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at End User License Agreement | Euna Solutions (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com. Please feel free to contact us if you have any questions.

Thank you for your business.

Order Notes and Terms of Payment

Order Notes:

- This is an estimate of the cost of services which may, on completion, be higher or lower than the estimate
- Applicable taxes extra
- Sourcewell Contract #: 060624-GTH, Exhibit 1
- Sourcewell Account #: Anderson County 1034

Terms of Payment:

Services

- Time and materials will be billed monthly as time is incurred (net 30) at an hourly rate of \$250

Anderson County Grants Management System

**Statement of Work
July 27, 2025**

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1.0 PURPOSE

This Statement of Work (SOW) ensures expectations are documented and understood by all entities engaged in this project. The following sections include: project overview, responsibilities and assumptions, software-as-a-service/commercial-off-the-shelf, project scope, tasks to be accomplished/functions to be performed, products and services, out of scope for this project, Euna Grants responsibilities, Euna Grants project management contacts, project schedule and key milestones, and cost assumptions.

2.0 PROJECT OVERVIEW

To meet the goals of Anderson County, Euna Grants will rapidly deploy Euna Grants cloud-hosted, Commercial-off-the-shelf (COTS) Software-as-a-Service (SaaS) full lifecycle grants management system. Euna Grants will implement its proprietary grants management systems configured for authorized internal users to administer the grants management process and provide Anderson County with direct management, accountability and oversight of federal funds in compliance with 2 CFR 200. Euna Grants will also include services for its solution with all relevant systems without impact to existing processes, developing, and providing appropriate comprehensive training of personnel, and all other applicable implementation and support services.

3.0 Anderson County RESPONSIBILITIES AND ASSUMPTIONS

The projected deployment date and project implementation start date will be determined after a contract is executed after which Anderson County can commit to the implementation schedule and the following responsibilities and assumptions:

1. Anderson County shall provide a designated single point of contact for the duration of planning and implementation engagement.
2. Anderson County shall engage in bi-weekly status meetings with Euna Grants to go over current progress, issues, resolutions, and other agenda.
3. Anderson County shall provide all required data calls by the dates agreed upon in the project plan

Staffing

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
GMS IMPLEMENTATION TEAM			
Euna Grants Project Manager	Responsible for planning, executing, monitoring, controlling, and closing the project. Responsible for the day-to-day management, coordination, planning, problem solving, and implementation of requirements to achieve task completion as presented in the Integrated Project Plan. Accountable for the project scope, project team, resources, and success of the project.		
Euna Grants Solution Architect	SME on GMS System, Responsible for System Configuration.		

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
Euna Grants Trainer	Responsible training, coordinating the training schedule, providing training materials.		
Anderson County Grants Team Lead	Primary decision maker and contact for business requirements and deployment planning		
Anderson County Grants Team SME	Review and approve business and systems configuration requirements		
Anderson County PMO Project Manager	Co-responsibility for the Integrated GMS Project Plan and Reporting. Maintain SharePoint project page. Track and report budget status.		
SUPPORT POST-IMPLEMENTATION TEAM			
Euna Grants Executive Sponsor	Responsible for ensuring that the project's goals are aligned with the needs of the customer. Champions the project by gathering support, communicating goals, and overcoming resistance. Provide ongoing direction to the project team during a project's lifecycle.		
Euna Grants Sr. Customer Success Manager	Responsible for the ongoing user support and adoption of GMS.		
Euna Grants Customer Support Lead	Provide technical support to GMS users.		
Anderson County Technical Support Manager	IT infrastructure support		
Anderson County Application Support	IT application support		
Anderson County Help Desk	Support GMS trouble management processes and application performance reporting.		

4.0 SOFTWARE-AS-A-SERVICE / COMMERCIAL-OFF-THE-SHELF

Euna Grants is a cloud-hosted, Commercial-off-the-shelf (COTS) SaaS grants management platform. The system is compatible with any hardware device that provides Internet access via a modern web browser and requires minimal internal IT support beyond the initial implementation.

Euna Grants is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that Anderson County staff can save time, increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge.

Euna Grants provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data sharing with systems
- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

5.0 PROJECT SCOPE

This project will implement Euna Grants' grants management solution for Anderson County. The solution will be implemented across all applicable agencies and departments performing grant management functions. Euna Grants' project approach includes a Master Strategic Timeline that will be finalized upon contract execution.

The project approach is conducted in a hybrid waterfall agile phased-gate approach. A phased - gate approach allows for quick added software value, concurrent active phases, and early user adoption while ensuring critical dependencies are completed. The phases outlined below will support the Project Scope from initial Preparation to Full Product Adoption - Go Live. All Project Scope areas will be incorporated within the Strategic Timeline and will be discussed in more depth to address deliverables and descriptions.

Euna Grants proposes the following Statement of Work (SOW):

1. Preparation
 - a. Pre Kick Off Meeting
 - i. Review Project Plan Components
 - ii. Communicate Master Project TimeLine
 - iii. Provide Data Call forms
 - b. Project Kick Off Meeting
2. Plan and Design
 - a. Data Gathering
3. Configuration
 - a. Grantee Pre/Post-award management

4. User Acceptance Testing
 - a. Review all implementation components built, configured, migrated and imported during the build and configuration stage are delivered and operational.
5. Project Closeout
 - a. Remote training, training manuals and support
6. Go Live

6.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

During each phase, work proceeds in several areas and will be performed by both Anderson County and Euna Grants.

1.0 Preparation

Task	Deliverable	Description
Preparation: Pre-Kickoff Meeting Tasks	Pre Kickoff Presentation Document	Euna Grants and Anderson County to review master project timeline, scope of work and identify risks.
	Master Project Timeline	<ul style="list-style-type: none"> • Euna Grants will email master project timeline to Anderson County • Euna Grants will email pertinent Euna Grants staff contact information to Anderson County. • Euna Grants will schedule required meetings with Anderson County
	All data call forms	<p>Euna Grants will provide Anderson County with the following data call forms which are due back to Euna Grants by the time agreed upon in the project timeline:</p> <ul style="list-style-type: none"> ○ Add User/Department form (Excel Template) ○ Data Migration Information <p>Euna Grants will record Project Goals and Objectives determined during Pre Kick Off Meeting</p>
Project Kickoff Meeting	Project Kickoff Presentation Document	<ul style="list-style-type: none"> • Assemble Teams (Euna Grants and Anderson County resources) • Conduct a formal Project Kick-Off meeting • Review Project Objectives and Master Project Timeline • Record Project Goals and Objectives determined during Kick Off Meeting

2.0 Plan and Design

Task	Deliverable	Description
Data Migration	Anderson County to provide ALL completed data call forms to Euna Grants	Anderson County staff has compiled and completed the following data call forms for Euna Grants to validate prior to configuration of their Grants Network account: <ul style="list-style-type: none"> Project/Grant Information (Anderson County compiled all active award data to be migrated to Euna Grants)
Data Integration	Anderson County to provide ALL completed data call forms to Euna Grants	Anderson County staff has completed the mapping to Euna Grants integration fields and provided test data <ul style="list-style-type: none"> Completed mapping form Test data delivered for 13 integration fields Script created for auto creation/delivery
Department Structure	Anderson County to provide ALL completed data call forms to Euna Grants	Anderson County staff has compiled and completed the following data call forms for Euna Grants to validate prior to configuration of their Grants Network account: <ul style="list-style-type: none"> User information and Department structure

3.0 Configuration

Task	Deliverable	Description
Data Migration		<ul style="list-style-type: none"> Euna Grants will load current and active grant award data from the completed Data Migration Worksheet into Euna Grants.
Data Integration		<ul style="list-style-type: none"> Begin regular import on a scheduled basis
Configure		<ul style="list-style-type: none"> Euna Grants will load new users and configure the Euna Grants system

4.0 User Acceptance Testing

Task	Deliverable	Description
Validate imported data	Readiness Assessment	Anderson County staff will review and validate all implementation components built, configured, migrated, and imported during the build and configuration stage are delivered and operational.

5.0 Training

Task	Deliverable	Description
User Training	<ul style="list-style-type: none"> Training Manuals, Virtual User Training Communicate ongoing support details 	<p>Euna Grants will work with Anderson County to complete the following initiatives:</p> <ul style="list-style-type: none"> *Provide standard user guides and training resources Provide training for licensed users of Grants Network Ongoing support details <p>*Anderson County will provide and maintain training resources unique to their specific use case and business processes.</p>

6.0 Go-Live

Task	Deliverable	Description
Go Live	Final Readiness Assessment	Go Live Success and Support Meeting – Euna Grants will continue to support Anderson County

7.0 Products and Services

PRODUCT(S):

- Grantee Pre-Post Award

SERVICE: Pull Integration (Client FMS to Euna Grants)

INTRODUCTION

The purpose of this integration is to import grant expenditure and revenue data to align with grant awarded budgets. Grant expenditures will be aligned at the "GL Code" level to identify specific grant transactions expended against an awarded grant budget category.

DESCRIPTION

- FMS data will be mapped to the following Euna Grants fields:

Euna Grants Grants Network
data field:

Required: Definition:

extGrantID	Yes	Unique identifier for a single grant in the financial system
extGrantName	No	Name or description of the grant in the financial system
extProjectID	Yes	Unique identifier for a single project in the financial system
extProjectName	No	Name or description of the project in the financial system
transID	Yes	Unique identifier for each transaction, usually generated in the client's financial system
transName	Yes	Name or description from the financial system. Could be a vendor name, or some other piece of data defining the transaction
transPostDate	Yes	Entry date, date of when the actual entry posted in the financial system, it can be entered manually or automatically generated by the system
transPerfPeriodStartDate	No	Date of receipt, or date that goods or services was provided
transPerfPeriodEndDate	No	Date of receipt, or date that goods or services was provided
accountNumber	Yes	G/L code or account code to reference budget line item of transaction
dollarAmount	Yes	Amount of transaction
dollarClass	Yes	Category of the dollar amount. USE "105" for each transaction related to grant expenditures and "201" for each transaction related to a reimbursement received for a grant.
dollarTransNumber	No	Number associated with the dollar classification, or other description of transaction

2. Mapped data will be exported from the client FMS in a .csv file
3. Client will set up and test sFTP connectivity to Euna Grants and perform as many sample file uploads as needed
4. The CSV file will be scheduled for upload every 24 hours

ASSUMPTIONS

1. No additional data can be sent in the CSV file that is not listed in the description portion of this service
2. Client has unique identifier(s) in their FMS to isolate grant related transaction to a specific grant award
Client will send as many sample file as needed by the Euna Grants team until such a time as the data and file pass validation logic and go / no go assessments

3. Client is responsible for setting up sFTP automation of a daily CSV file which is then pushed to Euna Grants through sFTP connectivity
4. Client will coordinate code promotion and deployment between client FMS and Grants Network.
5. Client is responsible for testing the non-Euna Grants side of all interfaces and for performing end-to-end tests in conjunction with the Euna Grants team
6. Client is responsible for creating a historical .CSV file, if applicable, which includes all grant related expenditures for a specific period of time as determined by the COR and the Euna Grants team.
7. Client will be responsible for understanding and detailing non-Euna Grants system file structure and providing timely and accurate file downloads, managing third party vendor relationships, and ensuring an adequate test environment in those systems to which Euna Grants interfaces
8. Client is responsible for developing the SQL or other method to extract and push the required data to Euna Grants Grants Network.
9. Client is responsible for the integrity of their financial data.
10. Client utilizes financial accounting practices that comply with state and federal regulations related to grant management/project management.
11. Any deviation from the SOW above will require an adjustment of cost estimates
12. Start date of the project and duration/timeline will be determined after execution of a contract

(Optional) SERVICE: Budget Auto Update Integration (Client FMS to Euna Grants)

INTRODUCTION

The purpose of this integration is to import grant budget category information to update grantee award budgets on an automated basis. To accomplish this the existing budgets in the system will be deleted and the new budgets imported on a set frequency.

DESCRIPTION

1. Client and Euna Grants will conduct a financial data mapping workshop.
2. FMS data will be mapped to the following Euna Grants fields:

Euna Grants Grants Network data		
field:	Required:	Definition:
extProjectID	Yes	Unique identifier for a single project in the financial system
extGrantID	Yes	Unique identifier for a single project in the financial system
Category	Yes	Budget class category that a budget line-item title is assigned to in the financial system.
LineItemTitle	Yes	Unique name/title of the budget line item in the financial system.
LineItemDescription	Yes	Explanation/description for the budget line-item title in the financial system. (If not available, use Line-Item Title)
AccountNumber	Yes	Unique G/L accounting code used to reference the budget line-item title in the financial system

Cost	Yes	Most current amount budgeted for a specific budget line-item GL cost
LineItemType	Yes	This is default value of "Direct Cost"

3. Mapped data will be exported from the client's FMS in a .csv file format
4. Formatting of .csv file will require a header row and subsequent lines with each value encapsulated by double quotes and separated by a comma.
5. Cost value will not include thousand indicators, spaces or dollar symbols and include only 2 decimal places.

```
"extProjectId","extGrantId","Category","LineItemTitle","LineItemDescription","AccountNumber","Cost","LineItemType"
"GN5492","GN5492","Personnel","Mark's Salary","Mark's Salary","60001","1998.00","Direct Cost"
"GN5492","GN5492","Supplies","Mark's Office","Mark's Stapler","80052","125.00","Direct Cost"
```

6. Client will set up and test sFTP connectivity to Euna Grants and perform as many sample file uploads as needed
7. The CSV file will be scheduled for upload no more than every 24 hours

ASSUMPTIONS

1. Client is able to dedicate resources and complete components of Budget Auto Update Integration in a parallel workstream with the components of SERVICE: Pull Integration (Client FMS to Euna Grants)
2. No additional data can be sent in the CSV file that is not listed in the description portion of this document
3. Client has unique identifier(s) in their FMS to isolate grant related budget information for a specific grant award.
4. Client will send as many sample files as needed by the Euna Grants team until such a time as the data and file pass validation logic and go / no go assessments
5. Client is responsible for setting up sFTP automation of a daily CSV file which is then pushed to Euna Grants through sFTP connectivity
6. Client will coordinate code promotion and deployment between their FMS and Grants Network.
7. Client is responsible for testing the non-Euna Grants side of all interfaces and for performing end-to-end tests in conjunction with the Euna Grants team
8. Client is responsible for developing the SQL or other method to extract and push the required data to Euna Grants Grants Network.
9. Client is responsible for the integrity of their financial data.
10. Client utilizes financial accounting practices that comply with state and federal regulations related to grant management/project management.
11. extProjectID should mirror the FINAL version of the same field on the Euna Grants Financial Data Integration Crosswalk
12. extGrantID should mirror the FINAL version of the same field on the Euna Grants Financial Data Integration Crosswalk.
13. GLCode should mirror the FINAL version of the same data field on the Euna Grants Financial Data Integration Crosswalk.
14. Any deviation from the SOW above will require an adjustment of cost estimates
15. Start date of the project and duration/timeline will be determined after execution of a contract

SERVICE: Data Migration

The purpose of this service is to migrate existing grantee award data into Euna Grants Grants Network.

1. Anderson County is responsible for collecting grant data from the appropriate staff
2. Data Migration will utilize only the fields included in the Euna Grants standard data migration form (see Appendix A)
3. Data Migration includes only open and active grant awards

8.0 Out of Scope for this project

- Customizations or enhancements that are not mutually agreed upon by Euna Grants and Anderson County in this statement of work.
- Historical award data
- System integrations that are not mutually agreed upon by Euna Grants and Anderson County in this statement of work.
- Reporting integration outside of Euna Grants Grants Network

9.0 Euna Grants RESPONSIBILITIES

1. Euna Grants shall provide the following personnel
 - Project Manager
 - Implementation Specialist
 - Customer Success Manager
2. Euna Grants will provide Master Project Timeline, and software user training resources.
3. Euna Grants shall provide Service Level Agreement (SLA), which will include:
 - 99.9% monthly uptime.
 - Single point of contact made via email or by calling a toll-free support number.
 - Phone and email Technical Support Monday-Friday 8am-5pm ET
 - Access to all patches (patches developed internally by Euna Grants to address core software issues like security, performance, etc.
 - Access to new versions/upgrades
 - Seamless modifications/enhancements per month

10.0 Euna Grants PROJECT MANAGEMENT CONTACTS

The Euna Grants' Project Manager and Customer Success Manager will be determined after contract execution.

11.0 Project Schedule and Key Milestones

Start date for the project will be influenced by the executed, signed contract. A detailed project plan will be developed after the project kick off meeting.

12.0 COST ASSUMPTIONS

13.0 APPENDIX A

Grant title*	The proper name of the specific funding opportunity. In some scenarios the proper name of the specific funding opportunity may be identical to the Project name depending on how your accounts are structured in your Financial Management System. (150 character limit)
Department*	The department in which the project is being administered. Departments must be the same departments that are in your eCivis Grants Network Account (80 character limit)
Project name*	Every grant in eCivis must be attached to a project. The project name can be anything the grant funding is being used to support (255 character limit)
Project summary*	A brief description of the project (1500 character limit)
Project lead*	The single person who is primarily responsible for managing grants related to this project. This person must be a licensed user in eCivis Grants Network.
Project type (Construction or a Non-construction)*	Indicates if the grant is a Construction or a Non-construction project
Internal project name	The unique name associated with a specific project located in your financial system of record where grants are being managed. This can be the same or a variation of the project title in eCivis. (255 character limit)
Internal project ID**	A unique code associated with a specific project located in your financial system of record where grants are being managed. This value must match the value of the extProjectID field that will be exported/imported daily. (255 character limit)
Internal grant name	The unique name associated with a specific grant located in your financial system of record where grants are being managed. This can be the same or a variation of the grant title in eCivis. (255 character limit)
Internal grant ID**	A unique code associated with a specific grant located in your financial system of record where grant funding is being managed. This value must match the value of the extGrantID field that will be exported/imported daily (255 character limit)
Competitive or Not Competitive (Yes/No)*	This field distinguishes between non-competitive sources like pass-through, formula, or direct funding and competitive funding that had an evaluation or application process.
FY*	The fiscal year in which the funding was made available.
Funding type*	Identifying the funding source as Federal, State, Foundation, Other, County/Regional, Non-Profit or Tribal
Funding type (Optional)	Indicate whether funding type is a formula grant where award is predetermined by distribution formulas or pass-through funding where is open to discretionary funding decisions
CFDA# (Optional)	Catalog of Federal Domestic Assistance. This is a unique number assigned to every Federal grant opportunity and is essential for ensuring the right funding opportunities in eCivis are identified.
Grantor*	The specific department/office within State or Federal government. Or the specific name of the local or private source (75 character limit)
Award date*	Indicate the day you received award notification.
Grant award amount*	The amount awarded to you from the funding agency
Match required (Yes/No)*	A simple yes/no answer if a match is required for the grant opportunity
Cash match amount	The total amount of cash cost share required by the grant. Dollar value required if "Match required"="Yes" (\$0.00 and up)
In-kind match amount	The total amount of in-kind cost share required by the grant. Dollar value required if "Match required"="Yes" (\$0.00 and up)
Contract start date*	The beginning date agreed to with the funding agency when funds can begin to be expended and the project will begin
Contract end date*	The end date agreed to with the funding agency when funds must be expended and the project complete. This can be extended in cases of an extension
(Optional) Grant Tag	The grant tag(s) that a template task will be limited to. The template task will only be triggered when the project grant contains the matching tag. Leave blank if this grant will not require specific tagging for tasks.
(Optional) FAIN	Federal Award Identification Number is intended to enhance data quality on USASpending.gov. This optional field can also be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "FAIN" will not be changed. (75 character limit)
(Optional) STATE ID	A unique number assigned to a business or organization by the state where the business operates. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "State ID" will not be changed. (75 character limit)
(Optional) Federal FON	Funding Opportunity Number is a unique number used on Grants.gov. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Federal FON" will not be changed. (75 character limit)
(Optional) Organization ID	optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Organization ID" will not be changed. (75 character limit)
(Optional) DUNS Number	Dun & Bradstreet or D-U-N-S Number is a unique nine digit identification number, for each physical location of your business. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "DUNS Number" will not be changed. (9 character limit) Note: Specific format (XXX-XXX-XXXX)
(Optional) Grantor Contract Number	Varies depending on Organization. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Grant Contract Number" will not be changed. (50 character limit)
(Optional) Grant Contact	Varies depending on Organization. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Grant Contact" will not be changed. (5000 character limit)
* Indicates a required field in eCivis. Placeholder values can be used but will require updating in your live account after implementation.	
** Indicates a required field for client using Data Integration.	



Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GTY Technology Holdings Inc., 363 W. Erie St. Floor 7, Chicago, IL 60654 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Supplier shall license the SAAS Offering to the Participating Entity in accordance with this Contract and the End User License Agreement ("EULA"), available at <https://eunasolutions.com/eula/>, which shall be provided directly to the Participating Entity. For the purposes of this Contract, "SAAS Offering" means the software-as-a-service offering, as set out in the applicable Order Form.

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

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

B. WARRANTY.

- a. Warranties for Professional Services. Supplier warrants that it shall perform the Professional Services: (a) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- ii. Warranties for the SAAS Offering. Supplier warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. Supplier does not make any representations or guarantees regarding uptime or availability of the SAAS Offering unless specifically identified in the applicable Service Level Agreement. In the event that the SAAS Offering does not meet the foregoing warranty, Supplier's sole obligation and Participating Entity's exclusive remedy shall be for Supplier to perform the remedies set forth in the Service Level Agreement. THE FOREGOING WARRANTY DOES NOT APPLY, AND SUPPLIER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this

Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally provides substandard or inferior Equipment or Products.

A. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

D. **TERMINATION OF ORDERS FOR CAUSE.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **TERMINATION OF ORDER FOR CONVENIENCE.** In addition to Section D of this Contract, Participating Entities may also terminate for convenience, in accordance with Supplier's EULA. For the avoidance of doubt, Participating Entities may terminate an order without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate the order. In the event of such termination, Participating Entity agrees to pay a "SaaS Recovery Amount"

equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form. The SaaS Recovery Amount is not an early termination fee.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed, except in the event of a medical emergency or other unanticipated event where notice cannot be provided. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;

- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

In addition to the IP indemnity set forth in Supplier's EULA, Supplier shall indemnify, defend, and hold harmless Sourcewell and its Participating Entities and its agents, officers, directors and employees ("Indemnified Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by Indemnified Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") based on Supplier's negligence, gross negligence, willful misconduct or violation of applicable law. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of ~~Minnesota~~ ^{Tennessee JB} will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in ~~Todd County, Minnesota~~ ^{Anderson Tennessee} or federal court in ~~Fergus Falls, Minnesota~~ ^{Knoxville, Tennessee JB}.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

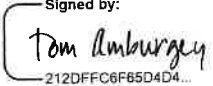
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

GTY Technology Holdings Inc.

Signed by:

By: C0FD2A139D08489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/26/2024 | 2:43 PM CST

Signed by:

By: 212DFFC6F65D4D4...
Tom Amburgey
Title: CEO
Date: 11/26/2024 | 2:41 PM CST

APPROVED AS TO LEGAL FORM


James W. Brooks
Anderson County Law Director

**AMENDMENT #1
TO
CONTRACT # 060624-GTH**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **GTY Technology Holdings Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective November 26, 2024, through October 25, 2028 (Contract).

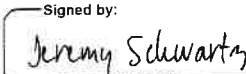
The Supplier wishes to add an affiliate to the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:


Line item 2 of "Table 1: Proposer Identity & Authorized Representatives" of the Proposal is modified to add Amplifund as a listed affiliate.

Except as amended by this Amendment, the Contract remains in full force and effect.

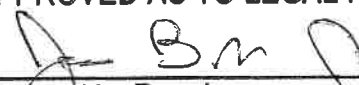
Sourcewell

Signed by:

By: _____
C0FD2A139D00489
Jeremy Schwartz, Chief Operating Officer
Date: 4/15/2025 | 8:16 PM CDT

GTY Technology Holdings Inc.

Signed by:

By: _____
191FDC378EB2402
Brenna Lenchak, SVP & General Counsel
Date: 4/15/2025 | 7:31 PM CDT

APPROVED AS TO LEGAL FORM



James W. Brooks
Anderson County Law Director



July 28, 2025

To Whom It May Concern,

This letter is to confirm that the prices quoted by Euna Solutions for the services under consideration conform with the Sourcewell Contract #060624-GTH.

Sincerely,

A handwritten signature in black ink, appearing to be "Brenna Lenchak", written over a horizontal line.

Brenna Lenchak (Jul 28 2025 07:53:10 EDT)

Brenna Lenchak

Corporate Secretary

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: GTY Technology
Does your company conduct business under any other name? If yes, please state: Euna Solutions
Address: 363 W. Erie Street
Chicago, IL 60654
Contact: Lynn Leano
Email: lynn.leano@eunasolutions.com
Phone: 925-785-8851
HST#:

Submission Details

Created On: Wednesday May 01, 2024 15:59:35
Submitted On: Wednesday June 19, 2024 15:00:08
Submitted By: Norman Schumann
Email: norman.schumann@eunasolutions.com
Transaction #: e34f1f3f-ac8e-4c61-a4f2-ed44076bf0dd
Submitter's IP Address: 108.170.150.145

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	GTU Technology Holdings Inc., a Massachusetts corporation, dba Euna Solutions 363 W. Erie St., Floor 7 Chicago, IL 60654 877.707.7755
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	GTU Technology Holdings Inc., dba Euna Solutions ("Euna"), is the parent company to other SaaS companies (such as subsidiaries, "Affiliates"). Affiliates include Questica Ltd., CityBase, Inc., eCivis Inc., Ion Wave Technologies, LLC, DemandStar Corporation, EqualLevel, Inc., OpenCounter Enterprise Inc., Sherpa Government Solutions LLC, and GTU Software Inc. in Canada. In addition to the products and services that are the subject of this Agreement, Sourcewell Participating Entities have the option to purchase from either Euna or any Affiliates.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Euna Solutions
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Questica Ltd., a legal entity of Euna Solutions, holds an active Unique Entity Identifier as follows: IDL2PBFYZLEC42.
5	Proposer Physical Address:	363 W. Erie St., Floor 7 Chicago, IL 60654 877.707.7755
6	Proposer website address (or addresses):	https://eunasolutions.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brenna Lenchak, SVP, General Counsel – Euna Solutions 363 W Erie Street, Floor 7 Chicago, IL 60654 877.707.7755 brenna.lenchak@eunasolutions.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jas Saraw, SVP, Sales – Euna Solutions 363 W Erie Street, Floor 7 Chicago, IL 60654 877.707.7755 jas.saraw@eunasolutions.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lynn Leano, Senior Director Alliances – Euna Solutions 363 W Erie Street, Floor 7 Chicago, IL 60654 877.707.7755 lynn.leano@eunasolutions.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Euna Solutions is a leading provider of purpose-built, cloud-based solutions that provide financial functions for the public sector.</p> <p>Established in 2018, Euna Solutions (formerly GTY Technology) brought together best-in-class SaaS companies that delivered purpose-built solutions with a mission to streamline public sector workflow. These technology companies have had proven and repeated success with customers for decades – some as long as 26 years – offering easy-to-use solutions. Collectively, the companies offered solutions to support the following areas within public sector:</p> <ul style="list-style-type: none"> • Procurement (Bonfire, 2012, Ion Wave Technologies, 2002, and DemandStar, 1999) • Payments (CityBase, 2013) • Grants Management (eCivis, 2000) • Budgeting (Questica, 1998 and Sherpa, 2013) • Permitting (OpenCounter, 2012) • K-12 administration (SpedTrack, 2002) <p>All Euna solutions increase operational efficiency, transparency, collaboration, and compliance.</p> <p>In May 2023, Euna Solutions undertook a corporate-wide rebranding from GTY Technology and embarked upon an organizational transformation to merge nine independent companies into one, bringing together best-in-class technologies to support public sector finance administrators with their day-to-day workflows. With this rebrand initiative, Euna Solutions refreshed its corporate values with feedback and input from the greater employee base to ferment the way in which the team would move forward together to achieve goals:</p> <ul style="list-style-type: none"> • We Are One – We maintain a team-first attitude, striving for a culture of unity, learning, and shared success. • We Drive Results – We are driven to get things done and to do them well, the first time. We set clear goals, remain focused on the desired outcomes, and take the initiative when it comes to problem-solving and decision-making. • We Are Growth Oriented – We're always looking forward, continuously improving. That means embracing diverse perspectives, engaging in continued learning, and making smart spending decisions. <p>Euna's efforts were recognized and celebrated with a 2023 Stevie Award for Great Employers in the Best Transformation Strategy category, further solidifying our company's sincere commitment to excellence.</p> <p>In 2024, Euna continued to expand its robust procurement offering with the acquisition of EqualLevel, now called Euna Marketplace. Euna's budget solution continued iteration with the enhancement of Budget Book Studio and the launch of Strategic Budgeting. Euna Payments expanded its Cashiering solution with PayLinks, and Euna Grants is leveraging the expertise of partners to explore opportunities to include AI.</p> <p>Today, Euna Solutions is a trusted partner to more than 3,000 government and public sector organizations across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Furthermore, the team has expanded to nearly 500 passionate employees all dedicated to building trust and enabling transparency in communities. Through the commitment of Euna's employees, the company reached new milestones in 2023: Euna's budget solutions managed over \$400B in public funds; Euna's grants systems delivered over \$25B in funding to local governments and NGOs; and Euna's procurement solutions supported over \$28B in projects, while our payments, permits, and special education tools help millions of residents every year. Euna welcomed more than 350 new customers in 2023, underscoring the trust and reliability Euna has built within the public sector.</p>
11	What are your company's expectations in the event of an award?	<p>Upon receiving an award, Euna Solutions' primary expectation is to establish a long-standing and mutually beneficial relationship with Sourcewell, leveraging its considerable buying power to articulate and enhance our value proposition for its participating entities. We anticipate that partnering with Sourcewell will confirm our existing standing and will provide us with instant added credibility in the marketplace, facilitating our expanded outreach and engagement with public sector entities.</p> <p>Euna Solutions is committed to delivering a best-in-class experience for public sector customers, ensuring that our solutions not only meet but exceed their needs – focusing on providing seamless, efficient, and transparent services that foster trust and accountability within communities. We expect our partnership with Sourcewell will allow us to effectively showcase our specialized software solutions for budgeting, grants, procurement, permits, and payments, ensuring that our offerings are accessible to a broader audience and meet the high standards of Sourcewell's members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Euna Solutions, proudly serving 3,000+ public sector customers, is financially sound. Our recurring revenue growth has averaged 24% over the past 3 years, and our total revenue growth at 20%. To further demonstrate our financial strength and stability, we have uploaded consolidated financial statements as part of our response.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Euna Solutions' comprehensive suite of tools collectively supports over 2,000 public sector entities in the United States, positively impacting millions of residents and managing over \$300B in public funds. Our extensive adoption across local, state, and special district governments demonstrates our leadership and widespread influence in the public sector technology market.</p> <ul style="list-style-type: none"> • Euna Budget (Questica and Sherpa): Euna Budget solutions manage over \$300 billion in public funds annually in the United States. • Euna Procurement (Bonfire, DemandStar, Ion Wave Technologies, EqualLevel): Euna Procurement tools are used by over 2,000 government entities across the United States, and they are used to manage over \$20B in public procurements. • Euna Payments (CityBase): Euna Payments serves millions of residents each year through our payment platforms across 50+ jurisdictions processing over \$4B in transactions annually. • Euna Grants (eCivis): Euna Grants tools manage over \$25 billion in funding distributed to local governments and NGOs, working with over 300 cities, counties, and states. Grant funding in the U.S. is estimated at \$700B annually, and Euna Grants cover over 3.5% of all public grantmaking. • Euna Special Education (SpedTrack): Euna Special Education tools are trusted by over 800 school districts and 8,300 schools to support over 680,000 students in the United States, and Euna Special Education is the dominant special education compliance software in some states such as Missouri and Texas. • Euna Permit Guide and Event Permits: Our permitting solutions guide and automate permitting processes for 60+ cities, supporting over 10,000 development projects annually.
14	What is your Canadian market share for the solutions that you are proposing?	<p>Euna Solutions' comprehensive suite of tools collectively supports over 1,000 public sector entities in Canada, positively impacting millions of residents and managing over \$100B in public funds and tens of billions in procurements.</p> <ul style="list-style-type: none"> • Euna Budget (Questica and Sherpa): Euna Budget solutions manage over \$100 billion in public funds annually in Canada. • Euna Procurement (Bonfire, DemandStar, Ion Wave Technologies, EqualLevel): Euna Procurement tools are used by over 500 government entities across Canada. • Euna Payments (CityBase): Euna Payments can serve but do not currently have any Canadian presence. • Euna Permit Guide and Event Permits: Euna Permitting solutions can serve but do not currently have any Canadian presence. <p>NOTE: Euna Grants and Euna Special Education solutions are currently designed for US public sector agencies.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No. Euna Solutions nor GTY Technology Holdings Inc affiliates have never petitioned for bankruptcy.</p>

<p>16 How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Euna Solutions can be best described as a software manufacturer and service provider. We are a software manufacturer, and support SaaS solutions specifically tailored for the public sector. Our core team consists of dedicated inhouse sales professionals and a robust professional services team that are deeply integrated into our company's operations and ensures our clients receive unparalleled service and support.</p> <p>We maintain a high standard of quality and consistency in all our engagements. Our commitment to excellence is evident in our seamless delivery and ongoing support of our SaaS solutions, ensuring that our public sector clients can rely on us for their critical software needs.</p> <p>In addition to our internal teams, Euna Solutions strategically leverages resellers and referral partners to extend our market reach and enhance our sales capabilities. These resellers and referral partners are crucial extensions of our sales arm, enabling us to scale our operations and tap into new markets efficiently.</p> <p>While our sales and professional services team members are direct employees of our company, our resellers and referral partners operate as third parties. This collaborative approach allows us to combine our in-house expertise with the extensive networks and local insights of our partners, ensuring that our clients receive the best possible solutions and support, regardless of their location.</p>
<p>17 If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Not applicable.</p> <p>The scope of services provided by Euna Solutions in pursuit of the business contemplated by this RFP do not include required or mandatory licenses or certifications.</p>
<p>18 Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None.</p>

26-0014-Exhibit 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																																																																																																																																												
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>At Euna Solutions, we pride ourselves on delivering cutting-edge SaaS solutions tailored for the public sector, encompassing budgeting, grants, procurement, payments, and permits software. Our dedication to innovation and excellence has not gone unnoticed. Over the past two years, we have been honored with numerous prestigious awards, reflecting our leadership and commitment to transforming public sector operations. These accolades span a range of categories, including Cloud Computing, Software as a Service, HR Transformation Strategy, Gov Tech, and Financial Management for Strategic Budgeting, underscoring our role as a top-tier provider in the industry.</p> <p>Here is a highlight of our recent achievements:</p> <p>2024 GovTech 100 Euna Solutions is recognized here. The GovTech 100 is the market-leading curation of the top 100 companies in gov tech released each year by Government Technology magazine. https://eunasolutions.com/resources/euna-solutions-selected-to-2024-govtech-100/</p> <p>2024 American business Award Bronze, in the Financial Management Category for Strategic Budgeting by Euna Budget, powered by Queslica https://eunasolutions.com/resources/euna-solutions-strategic-budgeting-module-wins-stevie-award-in-the-2024-american-business-awards/</p> <p>2023 Big Stratus Award for Cloud Computing Euna Procure, powered by Bonfire was recognized here https://eunasolutions.com/resources/euna-stratus-award-cloud-computing/</p> <p>2023 Cloud Awards - Best Software as a Service Euna Budget, powered by Queslica was recognized here https://www.cloud-awards.com/2023-2024-cloud-awards-shortlist</p> <p>2023 Stevie Awards, HR Achievement for Best Transformation Strategy Euna Solutions as a business was recognized here https://eunasolutions.com/resources/euna-wins-stevie-award-great-employers/</p>																																																																																																																																																																												
20	What percentage of your sales are to the governmental sector in the past three years	<p>Euna Solutions sales to the governmental sector over the past three (3) years are as follows:</p> <p>2023 – 58%, 2022 – 68%, 2021 – 67%</p>																																																																																																																																																																												
21	What percentage of your sales are to the education sector in the past three years	<p>Euna Solutions sales to the education sector over the past three (3) years are as follows:</p> <p>2023 – 14%, 2022 – 10%, 2021 – 10%</p>																																																																																																																																																																												
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Euna Solutions state, provincial, or cooperative purchasing contracts include:</p> <table><thead><tr><th>Customer</th><th>2023</th><th>2022</th><th>2021</th></tr></thead><tbody><tr><td>Commonwealth of the Northern Mariana Islands</td><td>\$22,326.78</td><td></td><td></td></tr><tr><td></td><td>\$36,936.62</td><td>\$39,785.82</td><td></td></tr><tr><td>Delaware Office of the Lieutenant Governor</td><td>\$17,448.59</td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td>Foundation for Puerto Rico</td><td>\$41,835.65</td><td></td><td></td></tr><tr><td></td><td>\$40,703.57</td><td>\$40,000.00</td><td></td></tr><tr><td>Government of BC, Ministry of Environment and Climate Change Strategy</td><td>\$5,752.02</td><td></td><td></td></tr><tr><td></td><td>\$5,744.27</td><td>\$6,975.09</td><td></td></tr><tr><td>Legislative Assembly of Ontario</td><td>\$10,533.53</td><td></td><td></td></tr><tr><td></td><td>\$10,203.51</td><td>\$10,465.27</td><td></td></tr><tr><td>Ohio Office Budget and Management</td><td>\$104,688.88</td><td></td><td></td></tr><tr><td></td><td>\$60,075.88</td><td></td><td></td></tr><tr><td>State of Arizona Office of Grants and Federal Resources</td><td>\$276,750.68</td><td></td><td></td></tr><tr><td></td><td>\$256,769.29</td><td></td><td></td></tr><tr><td>State of California Department of Forestry and Fire Protection</td><td>\$177,737.84</td><td>\$112,115.94</td><td>\$148,122.64</td></tr><tr><td>State of California Department of Housing & Community Development</td><td>\$277,447.40</td><td>\$402,035.88</td><td>\$410,836.11</td></tr><tr><td>State of Delaware Department of Transportation</td><td>\$28,318.20</td><td>\$18,929.92</td><td></td></tr><tr><td>State of Delaware, Department of Technology and Information</td><td>\$38,081.91</td><td>\$12,751.82</td><td></td></tr><tr><td>State of Georgia Department of Labor</td><td>\$9,208.99</td><td>\$19,017.91</td><td>\$8,940.72</td></tr><tr><td>State of Idaho</td><td>\$212,078.75</td><td>\$199,771.70</td><td>\$185,398.41</td></tr><tr><td>State of Indiana</td><td>\$1,660,357.63</td><td>\$434,161.56</td><td></td></tr><tr><td>State of Minnesota Department of Administration</td><td>\$30,026.41</td><td></td><td></td></tr><tr><td>State of Montana</td><td>\$28,263.47</td><td>\$25,000.00</td><td></td></tr><tr><td>State of New Jersey Office of Information Technology</td><td>\$3,930.46</td><td>\$13,436.96</td><td></td></tr><tr><td>State of New Mexico</td><td>\$520,298.59</td><td>\$653,586.75</td><td>\$887,127.05</td></tr><tr><td>State of North Dakota</td><td>\$220,594.54</td><td>\$566,540.50</td><td>\$738,513.47</td></tr><tr><td>State of Rhode Island</td><td>\$534,192.28</td><td>\$1,033,501.59</td><td>\$223,870.00</td></tr><tr><td>State of Sierra Nevada Conservancy</td><td>\$5,553.19</td><td>\$5,175.00</td><td>\$1,276.04</td></tr><tr><td>State of Tennessee Department of Finance and Admin</td><td>\$21,621.55</td><td>\$18,760.83</td><td></td></tr><tr><td>State of Wisconsin Investment Board</td><td>\$19,758.66</td><td>\$19,429.07</td><td>\$20,058.35</td></tr><tr><td>State University of New York Plattsburgh</td><td>\$21,423.39</td><td></td><td></td></tr><tr><td>State University of New York, Cortland</td><td>\$13,273.00</td><td></td><td></td></tr><tr><td>Texas Department of Insurance</td><td>\$37,300.92</td><td>\$12,232.61</td><td>\$9,928.03</td></tr><tr><td>Carahsoft Cooperative Contract</td><td>\$8,398,253.78</td><td></td><td></td></tr><tr><td></td><td>\$7,785,544.50</td><td></td><td></td></tr><tr><td></td><td>\$5,336,168.34</td><td></td><td></td></tr><tr><td>Infor Cooperative Contract</td><td>\$1,053,231.71</td><td></td><td></td></tr><tr><td></td><td>\$992,499.90</td><td></td><td></td></tr><tr><td></td><td>\$809,047.04</td><td></td><td></td></tr><tr><td>SHI Cooperative 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Transportation	\$28,318.20	\$18,929.92		State of Delaware, Department of Technology and Information	\$38,081.91	\$12,751.82		State of Georgia Department of Labor	\$9,208.99	\$19,017.91	\$8,940.72	State of Idaho	\$212,078.75	\$199,771.70	\$185,398.41	State of Indiana	\$1,660,357.63	\$434,161.56		State of Minnesota Department of Administration	\$30,026.41			State of Montana	\$28,263.47	\$25,000.00		State of New Jersey Office of Information Technology	\$3,930.46	\$13,436.96		State of New Mexico	\$520,298.59	\$653,586.75	\$887,127.05	State of North Dakota	\$220,594.54	\$566,540.50	\$738,513.47	State of Rhode Island	\$534,192.28	\$1,033,501.59	\$223,870.00	State of Sierra Nevada Conservancy	\$5,553.19	\$5,175.00	\$1,276.04	State of Tennessee Department of Finance and Admin	\$21,621.55	\$18,760.83		State of Wisconsin Investment Board	\$19,758.66	\$19,429.07	\$20,058.35	State University of New York Plattsburgh	\$21,423.39			State University of New York, Cortland	\$13,273.00			Texas Department 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23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Euna Solutions GSA contracts or Standing Offers and Supply Arrangements (SOSA) include:</p> <table><thead><tr><th>Customer</th><th>2023</th><th>2022</th><th>2021</th></tr></thead><tbody><tr><td>City of Hampton, VA</td><td>\$10,416.03</td><td></td><td></td></tr><tr><td>City of Richmond, VA</td><td>\$30,731.01</td><td>\$12,778.56</td><td></td></tr><tr><td>County of Los Angeles – Public Health</td><td>\$27,359.20</td><td>\$27,359.20</td><td>\$27,359.20</td></tr><tr><td>Riverside County, CA</td><td>\$62,783.98</td><td></td><td></td></tr><tr><td>State of Indiana</td><td>\$1,660,357.63</td><td>\$434,161.56</td><td></td></tr><tr><td>Township of Chester, PA</td><td>\$2,644.69</td><td>\$1,878.13</td><td></td></tr></tbody></table>	Customer	2023	2022	2021	City of Hampton, VA	\$10,416.03			City of Richmond, VA	\$30,731.01	\$12,778.56		County of Los Angeles – Public Health	\$27,359.20	\$27,359.20	\$27,359.20	Riverside County, CA	\$62,783.98			State of Indiana	\$1,660,357.63	\$434,161.56		Township of Chester, PA	\$2,644.69	\$1,878.13																																																																																																																																																	
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Garland, TX (Euna Budget Professional, powered by Questica)	Allyson Bell Steadman - Budget Director	abellsteadman@garlandtx.gov 972-205-2000
City of Largo, FL (Euna Budget Professional powered by Questica)	Meridy Sermones - Performance and Budget Director	msermones@largo.com 727-587-6700 x7600
City of Toledo, OH (Euna Permits, powered by OpenCounter)	Rachel Hart - Director of Communications	rachel.hart@toledo.oh.gov 419-344-2353

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City and County of San Francisco	Government	California - CA	Payment processing and subscription software	Site license - 482,891 transactions	\$14,666,055.83
State of Indiana	Government	Indiana - IN	Grants management and subscription software	590 user licenses	\$2,094,519.19
Alabama Power Company	Government	Alabama - AL	Payment processing and subscription software	Site license - 1,244,277 transactions	\$4,610,539.07
City of Austin	Government	Texas - TX	Payment processing and subscription software	Site license - 179,611 transactions	\$1,674,027.52
City of Chicago	Government	Illinois - IL	Payment processing and subscription software	Site license - 2,348,187 transactions	\$3,279,898.84

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Euna has 4 office locations, including our headquarters in Chicago, IL. The other 3 Euna locations include Oakville, Ontario (Canada), Springfield, MO, and Rockville, MD.</p> <p>Euna has a total of 488 full-time employees across North America, most of whom work remotely, and others with a hybrid work arrangement if they are local to an office.</p> <p>Our employee breakdown is as follows:</p> <ul style="list-style-type: none"> • Sales - 60 Canada, 40 US • Marketing - 20 Canada, 4 US • Customer Experience - 38 Canada, 44 US • Product Management - 16 Canada, 21 US • Developers - 66 Canada, 58 US • Integrations - 2 US • Professional Services - 39 Canada, 41 US • IT - 4 Canada, 4 US • Other - 19 Canada, 12 US <p>We have 36 Independent Contractors across the organization.</p>
27	Dealer network or other distribution methods.	<p>Euna Solutions utilizes a multi-faceted distribution approach that includes referral partners, resellers, and cooperative contracting partnerships to effectively market and sell our SaaS solutions. We actively collaborate with a network of resellers and referral partners to broaden our reach and ensure our solutions are accessible to a wide range of public sector clients.</p> <p>Notably, our existing cooperative contract partnerships include agreements with Carahsoft, Infor, and SHI. These strategic alliances enhance our ability to deliver high-quality, reliable SaaS solutions efficiently and effectively, ensuring that our clients benefit from streamlined procurement processes and robust support.</p>
28	Service force.	<p>Euna puts customer health, outcomes, and success as our highest priority. As such, we have a collective team of 175 individuals focused on supporting our customers. This is roughly one-third of the overall Euna employee population focused on helping customers implement our tools, managing customer onboarding, supporting day-to-day and strategic use of Euna tools, and realizing the value of the software and the overall relationship. Our Professional Services teams, Support Services teams, and Customer Success team are all part of one organization, reporting to our Chief Customer Officer, and collaborating every day on supporting our customers' success.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As an Independent Software Vendor, Euna Solutions relies almost exclusively on a direct selling motion with our clients. In other words, the entire ordering process is managed by Euna. Once an order is placed, the customer receives a confirmation email, and the software is provisioned either instantly or within a few hours for cloud-based services, or a license key is provided for installed software. Payments are processed via EFT (via ACH payment), bank-to-bank money transfer, wire or paper check, and subscription management systems handle any recurring billing.</p> <p>New customers are guided through onboarding with setup resources and support contacts, while post-sale Customer Success Representatives ensure customer satisfaction and promote renewals. Our team also manages renewals and upgrades, maintaining a seamless experience from purchase to ongoing service.</p> <p>No third parties are engaged in the order process as part of any Sourcewell contracts.</p>

30	Describe your strategy related to implementation, integration, and use of implementation partners.	<p>The Euna implementation team (Professional Services) combines extensive experience with best practices to deliver a successful customer onboarding methodology. We employ a Predictive Life Cycle approach, utilizing a linear, plan-based model, ideal for projects with well-defined scopes and clear stakeholder agreements.</p> <p>Our traditional waterfall methodology ensures accurate project timelines and precise resource estimations, leveraging expert judgment to ensure reliability and predictability. For projects with evolving scopes, we can integrate an incremental life cycle or a phased stage-gate approach, ensuring adaptability and responsiveness to specific project requirements.</p> <p>At project initiation, we prioritize customer collaboration, facilitating a bi-directional transfer of knowledge that aligns project teams, identifies dependencies, reveals the critical path, and solidifies commitment to the project timeline. Effective communication strategies are pivotal to our methodology, encompassing regular status meetings, maintaining comprehensive risk registers, and delineating time-bound action items to ensure transparency and stakeholder engagement.</p> <p>Euna's certified project managers navigate customers through the five critical phases of project management:</p> <ul style="list-style-type: none"> • Initiation and Planning: Establishing project objectives, reviewing scope, and developing a detailed project plan. • Requirements Gathering and Design: Conducting thorough discovery sessions to capture requirements and designing configuration solutions. • Build and Configure: Building and configuring the solution according to the agreed-upon specifications. • User Acceptance Testing (UAT): Facilitating testing to ensure the solution meets business needs and quality standards. • Deployment and Go Live: Executing a seamless deployment process and transitioning to full operational status. <p>We recognize that success is defined by each customer. Our disciplined project management techniques ensure rapid time to value and deliver solutions that consistently exceed customer expectations.</p> <p>By adhering to these methodologies and emphasizing effective communication and collaboration, Euna commits to a seamless and successful implementation, instilling confidence that customer projects will meet and surpass expectations.</p>
31	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Euna Support Services Organization Summary The Euna Support Services organization provides comprehensive support services, including technical support, customer service, troubleshooting, and maintenance. We are committed to ensuring the highest standards of service through a customer-centric approach and a robust support model.</p> <p>Support Model Our support model is structured around tiered support levels, allowing us to efficiently manage and resolve issues based on their complexity and urgency. Among these tiers of support, we have agents dedicated to maintaining high quality of knowledge through multiple products. Also included are the collaborative efforts of other departments such as Development, Product, or Technical Solutions. We continue to develop more self-service options to empower our clients to find solutions independently. Support is offered via multiple channels, including phone, email, and a user portal, ensuring that our clients can reach us through their preferred method.</p> <p>Methodology and Consistency While we do not adhere strictly to standard frameworks like ITIL or Agile due to the application-specific nature of our support, we prioritize consistency and quality through rigorous processes. We use best-in-class ticket tracking software to monitor our Service Level Agreements (SLAs) meticulously, ensuring that we meet or exceed expectations. Every ticket undergoes a quality assurance process before it is closed internally, guaranteeing that our clients receive the highest quality support.</p> <p>Philosophy of Empowerment At Euna, we pride ourselves on our customer-centric philosophy. This means placing the needs and satisfaction of our clients at the forefront of everything we do. To align our support staff with this philosophy, we conduct frequent training sessions on best practices and emphasize clear, open communication both internally and externally with our clients. We also hold regular group working sessions to learn from challenging tickets, fostering a culture of continuous improvement.</p> <p>Success Metrics We measure the success and effectiveness of our support services using a range of key performance indicators (KPIs) such as resolution times, customer satisfaction surveys (CSAT), and first reply times. These metrics are tracked within our ticket ecosystem and reviewed weekly to identify areas for improvement and ensure we maintain our high standards.</p> <p>Customer Engagement and Feedback Engaging with our customers is vital to our continuous improvement efforts. We periodically send out CSAT surveys following ticket completions to gather feedback on our performance. This feedback is analyzed and used to refine our processes, either by providing direct feedback to the agent involved or by offering insights to our product team for broader enhancements.</p> <p>Tools and Technology While we strive to always utilize the best tools available to support our services, we remain flexible and iterate as necessary to stay ahead. Our commitment to leveraging top-tier technology helps us maintain efficiency and effectiveness in our support operations.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Euna Solutions is willing, capable, and equipped to provide products and services to Sourcewell participating entities in the United States.</p> <p>At Euna Solutions, we inspire trust and confidence by helping agencies run smoother, connect with people, and keep their workforces and communities thriving – all aspects that perfectly complement Sourcewell's vision to provide leading solutions that empower community success. With vast proven public sector expertise, intuitive user experiences, automated processes, and a focus on powering critical functions, we offer forward-thinking strategies and innovative solutions that enhance processes and deliver exceptional value to Sourcewell's diverse and expansive network.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Euna Solutions is fully prepared and enthusiastic about providing products and services to the Canadian market.</p> <p>As noted above, Euna Solutions excels in fostering trust and confidence by streamlining agency operations, enhancing connectivity, and supporting vibrant workforces and communities—key factors that align perfectly with the needs of Canadian public sector organizations. When these organizations partner with us, they will gain access to cutting-edge solutions designed to drive innovation, optimize processes, and deliver exceptional value across the public sector.</p>
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Not Applicable.</p> <p>Euna Solutions will provide products and services to Sourcewell participating entities all across the US and Canada.</p>
35	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	<p>Not applicable.</p> <p>Euna Solutions agrees to serve ALL Sourcewell participating entity sectors.</p>
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Euna Solutions applies no specific contract requirements or restrictions that apply to Sourcewell's participating entities in Hawaii, Alaska, and in US Territories</p>

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>To promote contract opportunities such as this one with Sourcewell, Euna Solutions endeavors to inform our prospects of the contract to facilitate their buying process and remove barriers for the organization to get access to a solution that will help their teams perform their duties better. To do so, we employ the following tactics:</p> <ul style="list-style-type: none"> We will feature Sourcewell on our website where we share contract vehicles that prospective customers can leverage to purchase our solutions. We will feature blog posts providing more detail and announcing the partnership. These articles will be shared in outreach efforts by sales and marketing opportunities via email and through social media. This partnership will be featured in sales presentations, conference collateral, and other promotional materials with our organization's respective logos and messaging around the benefits of purchasing our solutions through Sourcewell. Where available, Euna Solutions will deploy targeted, multi-channel campaigns to inform prospective customers of this contract opportunity. We will reach out to a list of contacts provided by Sourcewell and target the list based on region, organization, and job title to determine which of our solutions would be the best fit for each contact. Once the lists have been segmented, we engage contacts in a multi-channel campaign (channels used may include email, digital, social media, or virtual event) and share informative thought leadership-style content that provides value to the prospective customers, followed by more specific information on how one of our solutions can help with a challenge commonly faced by their role and organization, once again sharing our partnership with Sourcewell and stating how it can facilitate their purchasing process.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Euna relies on data and technology to inform our marketing decisions and to optimize the performance of our marketing activities.</p> <ul style="list-style-type: none"> Email: We look at our open rates and click through rates to help us determine whether our messaging and offerings are compelling to our audience. Social media: We look at post engagement to better understand what content our audience is the most engaged with so that we can create and share valuable information to them. Website: We use tools like Google Analytics to help us understand where our website traffic is coming from so that we can increase our efforts where we are seeing success, and decrease where we are not. We also use Google Analytics to see where our visitors are spending their time to fine tune what is resonating with our market. Content written on our website, particularly for our blog and product/partner pages is vetted through tools including SEMRush, Yoast, and SurferSEO to ensure material is optimized for search. CRM and Marketing Automation: We use Salesforce and Pardot to track lead performance and conversion rates to assess the strength of a campaign or program and help us determine whether we should continue to invest our time and resources with it, or if we need to adjust one or more elements to increase our conversion metrics and overall program efficacy.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>With a continued partnership, Euna Solutions will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events.</p> <p>Euna Sales will propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.</p>
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No.</p> <p>Euna Solutions procurement transactions are currently handled directly by our experienced inhouse account representatives and customer satisfaction team.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	<p>Euna Solutions empowers Sourcewell entities with a comprehensive suite of financial and administrative tools, enhancing efficiency, transparency, and community trust. Our offerings include:</p> <ul style="list-style-type: none"> Euna Procurement: This solution integrates capabilities from Bonfire, DemandStar, Ion Wave Technologies, and EqualLevel, streamlining procurement with intuitive supplier engagement, bid management, and contract lifecycle management. For instance, Euna Procurement can automate supplier code matching, ensuring compliance with procurement policies and reducing manual effort. Euna Budget: These solutions encompass Euna Budget Professional (Questica) and Euna Budget Enterprise (Sherpa), providing robust budget planning, management, and reporting. These tools support data-driven decision-making, scenario planning, and financial oversight, allowing entities to forecast budgetary needs and allocate resources efficiently. Euna Payments: Powered by CityBase, Euna Payments simplifies payment processing for taxes, utilities, and other services, improving revenue collection and constituent experience. The system integrates seamlessly with existing financial systems to ensure accurate and timely payment processing. Euna Grants: The solution offers end-to-end grant lifecycle management through eCivis, maximizing funding opportunities and ensuring compliance. It includes features for grant research, application management, and post-award tracking, enabling entities to manage their grants more effectively. Euna Permitting: These solutions include Euna Permit Guide and Euna Event Permits, providing comprehensive guidance on permit requirements and automating special event permits, thus simplifying the permitting process for both applicants and administrators. Euna Special Education: Powered by SpedTrack, this solution supports special education programs with comprehensive case management, IEP management, and compliance tracking, ensuring adherence to regulatory requirements. <p>Training and Maintenance Services:</p> <ul style="list-style-type: none"> Training Programs: Euna Solutions offers extensive training services tailored to meet the needs of different user groups, ensuring effective adoption and utilization of our products. Training programs cover all aspects of our solutions, from initial setup to advanced functionalities. Maintenance Services: Our dedicated support team provides continuous maintenance and updates, guaranteeing that our solutions remain reliable and up-to-date, allowing Sourcewell participating entities to focus on serving their communities. Regular maintenance checks and updates ensure that our solutions are always performing optimally. <p>At Euna Solutions, we are committed to delivering high-quality, user-centric solutions that empower Sourcewell entities to achieve operational excellence and foster public trust.</p>

42	Describe any technological advances that your proposed products or services offer.	<p>Euna Solutions is at the forefront of technological innovation, offering advanced products and services that significantly enhance the efficiency and effectiveness of Sourcewell participating entities. Key technological advances include:</p> <ul style="list-style-type: none"> • Cloud-Based SaaS Solutions: Leveraging cloud technology to offer scalable, secure, and accessible Software as a Service (SaaS) solutions. Our cloud-based platforms ensure that data is always available and secure, providing flexibility and ease of access from any location. This is crucial for remote work and disaster recovery, enabling Sourcewell entities to maintain operations under any circumstances. • Automation: Utilizing automation to streamline processes and reduce manual effort. Our procurement and budget tools include automated workflows and intelligent data entry that optimize operations and improve accuracy. For example, automated bid evaluation in Euna Procurement reduces the time and effort required for bid assessments. • User-Centric Design: Designing solutions with a focus on user experience, incorporating intuitive interfaces and mobile-friendly designs for ease of use, quick adoption, and high user satisfaction. Our mobile applications ensure that users can access our solutions on-the-go, enhancing flexibility and productivity. • Integration Capabilities: Offering seamless integration with existing systems and third-party applications. Our products are built on open standards, allowing for easy interoperability and data exchange. This reduces silos and enhances overall system efficiency, enabling Sourcewell entities to leverage their existing technology investments. • Enhanced Security Measures: Implementing advanced cybersecurity measures, including encryption, multi-factor authentication, and regular security audits to protect sensitive data and ensure compliance with regulatory standards. These measures are critical for safeguarding public sector data and maintaining citizen trust. • Advanced Data Analytics: Integrating advanced data analytics and visualization capabilities, enabling entities to make informed decisions based on real-time data insights. Our solutions support predictive analytics, trend analysis, and performance measurement. For instance, Euna Budget uses predictive analytics to forecast future financial needs, allowing for proactive resource allocation and financial planning. • Continuous Improvement: Committed to continuous improvement, regularly updating products with the latest technological advancements, incorporating user feedback and industry trends. Our agile development process ensures that our solutions evolve to meet the changing needs of Sourcewell entities. <p>By integrating these technological advances, Euna Solutions provides Sourcewell entities with the tools necessary to enhance productivity, ensure data integrity, and deliver exceptional public services.</p>
43	<p>Please describe your software innovation maturity related to the following technology areas:</p> <ul style="list-style-type: none"> o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI 	<p>Euna Solutions prides itself on its software innovation maturity, integrating cutting-edge technologies to provide Sourcewell entities with state-of-the-art solutions across various technology areas:</p> <ul style="list-style-type: none"> • Machine Learning: Employing machine learning algorithms to optimize procurement processes and enhance grant management. For example, in Euna Procurement, machine learning is used for supplier matching and automated data classification, optimizing the procurement process by identifying the best suppliers based on past performance and other criteria. • Natural Language Processing (NLP): Incorporating NLP to improve user interactions and data management. In our budgeting solutions, NLP enhances search functionalities, making it easier for users to find relevant budget information and resources quickly. This technology allows users to interact with our systems more naturally and efficiently, streamlining their workflows. • Virtual Assistants/Chatbots: Exploring virtual assistants and chatbots to provide real-time support and streamline user interactions. We are piloting these approaches with customers to simplify reporting and provide more intuitive interfaces. For example, chatbots can assist users in navigating complex permit applications, providing instant responses to common queries. • Predictive Analytics: Leveraging predictive analytics to provide valuable insights and support proactive decision-making. In Euna Budget, predictive models are used to forecast budgetary needs, allowing entities to anticipate financial requirements and allocate resources more effectively. This empowers Sourcewell entities to plan more effectively and strategically. • Big Data Analytics: Harnessing the power of big data analytics to process and analyze large volumes of data from diverse sources. Our transparency platform, OpenBook, makes complex data accessible and understandable to the public, fostering transparency and trust. Additionally, our platforms are regularly integrated with enterprise Business Intelligence (BI) tools, enabling comprehensive analytics and reporting capabilities. • AI/Generative AI: Cautiously exploring the potential of generative AI to enhance our product offerings. We are in the early stages of experimentation, working closely with customers to test and refine these capabilities. For instance, generative AI can be used to create advanced financial models or simulate different budget scenarios, providing users with deeper insights and more options. <p>At Euna Solutions, our commitment to innovation is balanced with a cautious and customer-centric approach. By integrating these advanced technologies, we ensure our products remain at the forefront of technological advancements while meeting the evolving needs of Sourcewell entities.</p>
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>Euna Solutions is committed to providing robust connectivity and integration capabilities to ensure seamless interoperability between our solutions and other software systems. Our approach includes:</p> <ul style="list-style-type: none"> • Extensive ERP Integration Experience: With a deep history of integrating with major ERP systems like SAP, Oracle, and Workday, we ensure seamless connection and efficient data exchange. Our proven track record in ERP integration means that Sourcewell entities can rely on our solutions to work harmoniously with their existing and future systems. • Open Standards and APIs: Building solutions on open standards with comprehensive APIs that facilitate easy integration with a wide range of third-party applications and existing systems. These APIs allow for real-time data exchange and interoperability, ensuring that our solutions can seamlessly connect with financial systems, CRM platforms, and other essential software. • Enterprise Integration: Supporting enterprise integration through middleware and integration platforms that connect disparate systems. This capability ensures that data from various sources can be aggregated, processed, and utilized effectively, enabling a holistic view of operations and improved decision-making. Our platforms are designed to work harmoniously with enterprise Business Intelligence (BI) tools, allowing for enhanced analytics and reporting. • LDAP / Enterprise Single Sign-On (SSO): We support integrated enterprise login — e.g., SSO — capabilities, allowing users to access Euna solutions and other software systems with a single set of credentials, enhancing security and user experience. • Data Import and Export: Offering robust data import and export functionalities, enabling Sourcewell entities to easily migrate data between systems. This capability ensures that historical data can be seamlessly integrated into our platforms, preserving data integrity and continuity. Our solutions support various data formats, making it simple to integrate with legacy systems and new applications alike. • Interoperability with Cloud Services: Leveraging cloud technology to provide scalable and flexible integration options. Our cloud-based solutions can connect with other cloud services, facilitating data sharing and integration in a secure and efficient manner. This ensures that Sourcewell entities can take advantage of the latest cloud innovations while maintaining seamless connectivity across their software ecosystem. <p>By providing these comprehensive connectivity and integration capabilities, Euna Solutions ensures that our products can seamlessly integrate into the existing software landscape of Sourcewell entities, enhancing operational efficiency, data accuracy, and overall productivity.</p>

45	Describe your migration, customization, configuration, and upgrade processes.	<p>Euna Solutions' approach to migration, customization, configuration, and upgrades is user-centric, ensuring effective integration with minimal disruption. Our processes include:</p> <ul style="list-style-type: none"> • Migration Process: We provide comprehensive support for data migration, ensuring all existing data is accurately transferred to the new system. This includes detailed planning, data extraction, cleansing, and secure migration. For example, when transitioning a city's financial system to our secure cloud platform, we ensure data accessibility for remote work and eliminate or reduce the need for on-premises IT infrastructure. • Customization Process: While emphasizing configuration to meet the specific needs of each entity, we also offer customization to address unique requirements. This process begins with analyzing client needs, followed by designing and developing custom features, which are meticulously tested and seamlessly integrated. Comprehensive training is provided to ensure effective utilization of these custom features. • Configuration Process: Our solutions offer configurable workflows, approval processes, and user permissions, allowing entities to standardize and align their operations with internal controls and business processes. Rigorous testing and validation are conducted to ensure configurations work as intended, providing a tailored solution without extensive and costly customization. • Upgrade Process: Committed to continuous improvement, our upgrade processes are structured to be as non-disruptive as possible. We provide clear communication and support to ensure that entities can take advantage of the latest features and improvements without significant downtime or learning curves. Our SaaS model facilitates straightforward and non-disruptive upgrades, with continuous support to ensure a smooth transition. <p>By adhering to these best practices and employing an agile, user-centric approach, Euna Solutions ensures that Sourcewell entities experience seamless transitions, optimal configuration, and reliable system performance, enabling them to focus on delivering exceptional public services.</p>
46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Euna has the following Sustainability Policy which is detailed in our Euna Handbook and shared with all Euna employees.</p> <p>A Greener Workplace The Company is conscious of its impact on the environment and committed to being environmentally aware. We strive to create an eco-friendly workplace and are working toward continued improvement to address the environmental impact of our activities, products and services for the benefit of our employees, customers and the communities in which we operate. We recognize that the long-term health of our company is directly connected to the health of the planet and the local communities in which we live and work.</p> <p>These are simple actions that when used on a regular basis, can create a huge impact:</p> <ul style="list-style-type: none"> • Whenever possible, print documents on both sides, using recycled paper, reducing our paper usage, conserving energy and saving waste. • Hold paperless meetings. • Retain suppliers and companies that are environmentally friendly. • Use an automated time reporting and paperless payroll system. • Whenever possible, refill our printer cartridges, rather than purchase new ones. • Diligently recycle all paper, cardboard, glass, tins, PCs and recyclable plastics. • Ensure that computers are turned off at the end of the day. • Purchase energy efficient equipment and environmentally friendly office supplies. • Turn off all lights when not in use. • Use reusable dishes, glasses and flatware instead of their disposable counterparts. • Whenever possible, have hand dryers in restrooms, rather than paper towels as applicable. • Make sure that the dishwasher is full before using it, as applicable. • Whenever reasonably possible, walk, use public transportation or carpool if commuting to the office. • Minimize the use of hazardous chemicals and whenever possible, switch to greener alternatives. • Use the green bins to compost food scraps where waste facilities exist to support such programs. <p>Expectations for Employees</p> <ul style="list-style-type: none"> • Help the Company work towards a cleaner environment by conserving resources in day-to-day activities. • Employ the environmental actions outlined in this policy whenever possible. • Report any concerns about environmental impacts made by the Company.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None as of yet.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	<p>Euna Solutions is committed to continuously evaluating and integrating ecosystem partners who align with our overall solution offering. Euna Solutions enable the public sector to do business better. Our solutions increase efficiency, effectiveness, and transparency through innovation and technology to enhance citizen engagement.</p> <p>We strategically seek out partners whose capabilities and functionalities complement and enhance our core offerings, ensuring that we deliver comprehensive and innovative solutions to our clients. Our approach to building a robust ecosystem of partners is driven by a dedication to elevating productivity, fostering collaboration, and ensuring compliance within the public sector.</p> <p>Our portfolio of solutions is designed to calm complexity and propel success through cloud-based technologies that are purpose-built for the unique challenges of public sector organizations. By integrating additional functionalities from our ecosystem partners, we can offer a more holistic suite of tools that address a wider range of needs and use cases.</p>

20-0047 Exhibit 4

<p>49 Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Euna Solutions is not MWBE or SBE certified, nor are we Veteran Owned. That is not a goal of ours. Diversity, equity, and inclusion, are at the core of who we are and all Euna employees receive rigorous and ongoing DEI&B training. Our Learning and Development team launched a 6-part DEI&B series which was mandatory for all employees to complete.</p> <p>More recently, Euna has created a Women in Technology group to focus on new opportunities and initiatives for women at Euna.</p> <p>We also have the following policies in our Euna Employee Handbook:</p> <p>Equal Employment Opportunity The Company is an equal opportunity employer and complies with all applicable laws regarding equal opportunity. Engaging in unlawful discrimination, including in hiring, training, promotion, discipline, compensation and benefits, is unwelcome and strictly prohibited.</p> <p>Recruitment - Affirmative Action Policy It is the policy of the Company to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations are adhered to by the Company where appropriate.</p> <p>As part of the Company's equal employment opportunity policy, the Company takes affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.</p> <p>Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.</p> <p>The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the Company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.</p> <p>Diversity, Equity, Inclusion & Belonging Policy The Company is committed to fostering, cultivating and preserving a culture of diversity and inclusion amongst its employees. The collective sum of the individual differences, life experiences, knowledge, self-expression and unique capabilities that our employees invest in their work represents a significant part of not only our culture, but our achievements as well.</p> <p>We embrace and encourage our employees' diversity, which includes differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, culture, sexual orientation, socioeconomic status, veteran status and other characteristics that make our employees unique. We recognize that such differences enhance our team and foster a creative, dynamic and productive workforce.</p> <p>We believe that inclusion is achieved when our work environment is one in which all individuals are treated fairly and respectfully, have equal access to opportunities and resources and are empowered to fully contribute to our success. All employees have a responsibility to always treat others with dignity and respect.</p> <p>The Company conducts annual reviews and evaluations of our diversity and inclusion efforts and seeks to make improvements and develop new initiatives in alignment with our values.</p>
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26-0017-Exhibit 1

20-0017 Exhibit 1

51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	<p>Euna Solutions is dedicated to enhancing citizen engagement and feedback in public sector processes through our comprehensive suite of products and services. Our approach includes:</p> <ul style="list-style-type: none"> • Interactive Planning and Budgeting Tools: Euna Budget includes interactive tools enabling citizens to participate in the planning and budgeting process. For example, citizens can explore different budget scenarios, provide feedback on proposed expenditures, and understand how their tax dollars are allocated. This interactive engagement fosters a sense of ownership and involvement in the financial planning of their community. • Transparent and Accessible Information: Platforms like OpenBook provide easy access to comprehensive financial and operational data. By making this information transparent and accessible, Sourcewell entities can foster trust and encourage informed community involvement in decision-making processes. • User-Centered Interfaces and Online Portals: Our solutions feature intuitive interfaces and online portals, making it easy for citizens to interact with government services. Whether it's applying for permits through Euna Permit Guide or making payments via Euna Payments, our platforms ensure that citizens can easily navigate and complete their interactions with minimal hassle. Mobile-friendly access further enhances convenience and participation, allowing citizens to engage with their local government anytime and anywhere. • Community Engagement Platforms: Integrations with community engagement platforms facilitate public consultations, surveys, and forums. These platforms provide a space for citizens to voice their opinions, discuss community issues, and collaborate on solutions. By leveraging these tools, Sourcewell entities can enhance their outreach efforts and ensure that citizen voices are heard and considered in public sector decision-making. • Real-Time Notifications and Updates: Offering real-time notifications and updates keeps citizens informed about important developments, deadlines, and opportunities for engagement. This proactive communication ensures that citizens are always aware of how they can participate and contribute to their community's governance. <p>By incorporating these features, Euna Solutions facilitates increased citizen engagement and feedback in public sector processes, helping Sourcewell entities build stronger, more transparent, and responsive relationships with their communities.</p>
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	<p>Euna Solutions is committed to supporting digital transformation initiatives within the public sector, providing comprehensive solutions that enhance cloud adoption, mobile access, and digital service delivery. Our approach ensures that Sourcewell entities can leverage modern technology to improve efficiency, accessibility, and citizen engagement:</p> <ul style="list-style-type: none"> • Cloud Adoption: Leveraging a scalable and flexible SaaS model, enabling Sourcewell entities to adopt cloud technology with ease. Our cloud-based platforms offer several benefits: • Scalability: Our solutions can easily scale to meet the needs of entities of all sizes, from small municipalities to large state agencies. For example, Euna Budget can handle complex budget scenarios for large state departments while also being adaptable for smaller local governments. • Security: We employ robust security measures, including encryption, multi-factor authentication, and regular security audits, to ensure that data is protected. Euna Grants, for instance, ensures that sensitive grant application data is securely managed and accessible only to authorized users. • Accessibility: Cloud-based systems provide users with access to information and services from any location, enhancing flexibility and enabling remote work. Euna Procurement allows procurement officers to manage bids and contracts from any location, ensuring continuity even during emergencies. • Cost Efficiency: By adopting our SaaS solutions, entities can reduce IT overhead and infrastructure costs, allowing them to allocate resources more effectively. • Mobile Access: Our solutions are designed with mobile access in mind, ensuring that public sector employees and citizens can interact with government services on-the-go. Key features include: • Mobile-Friendly Interfaces: Our platforms are optimized for mobile devices, providing a seamless user experience across smartphones and tablets. For example, Euna Payments allows citizens to make payments for municipal services directly from their mobile devices. • Remote Capabilities: Employees can access critical systems and perform tasks remotely, enhancing productivity and ensuring continuity of operations. Euna Budget allows financial officers to review and adjust budgets from anywhere, facilitating real-time financial management. • Citizen Engagement: Mobile access allows citizens to interact with government services, such as applying for permits or making payments, anytime and anywhere, increasing convenience and participation. Euna Permit Guide, for instance, helps citizens navigate the permitting process through an easy-to-use mobile interface. • Digital Service Delivery: Supporting digital service delivery by offering integrated platforms that streamline and automate various government functions. Our solutions enable Sourcewell entities to: • Enhance Efficiency: By automating routine tasks and processes, our solutions reduce administrative burdens and free up staff to focus on strategic initiatives. Euna Special Education automates compliance tracking and IEP management, allowing educators to focus more on student needs. • Improve Accessibility: Digital services make it easier for citizens to access information and complete transactions online, reducing the need for in-person visits and paperwork. Euna Grants provides an online portal for grant applications, making it easier for non-profits and government agencies to apply for and manage grants. • Increase Transparency: Platforms like OpenBook provide transparent access to financial and operational data, fostering trust and accountability. Citizens can view budget allocations and spending in real-time, promoting transparency and public trust. • Enable Self-Service: Our user-centric design allows citizens to complete tasks independently, such as applying for permits through Euna Permit Guide or accessing budget information via Euna Budget, enhancing their overall experience. • Continuous Innovation: Euna Solutions is committed to continuous innovation, regularly updating our products to incorporate the latest technological advancements. This ensures that Sourcewell entities always have access to cutting-edge solutions that support their digital transformation goals. <p>By providing robust cloud adoption, mobile access, and digital service delivery capabilities, Euna Solutions empowers Sourcewell entities to achieve their digital transformation objectives, enhancing operational efficiency, citizen engagement, and service delivery.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response
53	Do your warranties cover all products, parts, and labor?	Yes. Euna Solutions provides standard software and professional services warranties, as detailed in our standard terms and conditions attached as a separate document to this response. For SaaS, the warranties with respect to uptime and other SLAs are reasonably consistent across the products. For hardware, which applies only to Euna Payments, it works as follows: If we start a new engagement with a customer and that engagement includes hardware (kiosks, cashiering equipment), we price the hardware as a service and invoice for the first year's subscription upon contract signature. As part of the service agreement, if anything happens to the hardware that requires fixing or replacing, we fix or replace it for no extra cost. It's all baked into the service agreement. There are no additional warranties.
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software license does include restrictions, but these terms do not adversely affect coverage.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Euna Solutions SaaS software is typically installed and managed remotely. We will provide products and services to Sourcewell participating entities all across the US and Canada. As described above, Euna provides standard software and professional services warranties, as detailed in our standard terms and conditions attached as a separate document to this response. Hardware (e.g., kiosks, cashiering equipment) applies only to Euna Payments, and is priced as a service. The first year's subscription is invoiced upon contract signing and as part of the service agreement, if anything happens to the hardware, we will fix or replace it at no extra cost.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable.
58	What are your proposed exchange and return programs and policies?	Not applicable.
59	Describe any service contract options for the items included in your proposal.	Euna Solutions will provide standard SLA terms as an example. In some cases, Euna Solutions will agree to alternative SLAs.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services.	Euna Solutions provides standard SLAs on software products that cover uptime and availability. This will be provided with our standard Euna terms.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SLAs may differ slightly across the product lines. As stated earlier, however, the warranties with respect to uptime and other SLAs are reasonably consistent across our SaaS products.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	<p>Euna Solutions is committed to the security of our products and services and to the security and privacy of the customer data that we process and store. Euna Solutions manages risk to our products and services through formally established policies, procedures, and standards; our adherence to industry best practices for security; and collaboration with premier cloud service providers. The company's dedication to following the guidelines and best practices set forth by authoritative bodies such as NIST, CIS, and OWASP further solidifies our stance on security.</p> <p>Specifically, Euna Solutions:</p> <ul style="list-style-type: none"> • Maintains a set of information security policies, procedures, and standards for each of our solutions to include Business Continuity, Disaster Recovery, and Incident Response, • Maintains a security and risk management program to monitor, identify, and manage potential threats to our applications and services. • Implements industry best practice physical, technical, and procedural controls to enable us to prevent, detect, respond to, and recover from cyber events and incidents. • Undergoes annual audits of our security policies and procedures to maintain: • SOC 2 Type II certifications for our Procurement, Budget, and Payment solutions • TX-RAMP Level 2 certifications for our Procurement and Payment solutions • PCI/DSS certification for our Payment solution • Continues to expand our certifications as needed to meet customer requirements. • Implements formal role-based access controls to limit and monitor access to our products, services, and customer data to only those employees with a validated business need. • Performs security monitoring and vulnerability management of our products and services. • Provides encryption for customer data at rest and in transit. • Performs nightly backups of our systems. • Requires employees to sign non-disclosure agreements and undergo a background check as a pre-condition to employment. • Requires all employees to participate in annual security awareness training to include active Phishing testing. <p>Moreover, Euna Solutions products and services are engineered for resilience, with fault tolerance, scalability, and robust backup and recovery capabilities at their core. The incorporation of redundancy and encryption, both in transit and at rest, ensures that the systems are not only secure but are also prepared to handle unforeseen events, guaranteeing continuity and reliability for our customers.</p>
63	What are your policies and governance features regarding large language models and generative AI?	<p>Euna Solutions has taken a proactive approach to the use of AI within our company. Use of AI is regulated by Euna Solutions' Artificial Intelligence (AI) Acceptable Use Policy, which defines:</p> <ul style="list-style-type: none"> • Approved use cases • Measures for ensuring the security and privacy of data contained within AI prompts • Acceptable use requirements that ensure the safe, appropriate, responsible, and ethical use of AI. <p>Use cases involving AI within our products and services are reviewed and approved by a corporate board led by our SVP of Product Strategy, General Counsel, CISO, and CIO. Currently approved product use cases leverage public data for large language model training and prohibit the use of sensitive or protected data. This cautious approach to the use of generative AI technology reflects a responsible approach to the rapid advancements of this new technology.</p> <p>Our strategy not only ensures that this new technology aligns with the company's values and the expectations of our public sector clients, but also allows for a comprehensive assessment of the technology's impact. As the understanding of generative AI's capabilities and limitations grows, Euna Solutions will continue to investigate and make informed decisions about broader adoption within our products and services.</p>
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Euna Solutions' software is designed with a strong commitment to accessibility, ensuring that all users, including those with disabilities, can effectively interact with our products. We adhere to ADA and Web Content Accessibility Guidelines (WCAG) and strive to meet WCAG 2.2 AA requirements. Ensuring that our software products are accessible to individuals with disabilities is not just a regulatory goal; it's a reflection of Euna Solutions' core values ensuring equal access to our products for all users.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	<p>Euna Solutions payments terms are net 30.</p> <p>Accepted payment methods include: EFT (via ACH electronic), bank-to-bank money transfer, wire, or paper check.</p>
66	Describe any leasing or financing options available for use by educational or governmental entities.	None. Euna Solutions does not offer any leasing or financing options.
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Euna Solutions offers a comprehensive suite of solutions, including budgeting, grants management, procurement, permits, and payments, all governed under a common set of Terms and Conditions.</p> <p>To ensure clarity and address the specific needs of each solution, we provide distinct order forms and Service Level Agreements (SLAs) tailored to each offering. These documents outline the specific terms, deliverables, and performance standards associated with each solution.</p> <p>Samples of our standard transaction documents, including the unified Terms and Conditions, sample order forms and SLAs for each solution, are attached to this response for Sourcewell's review.</p>
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. Euna Solutions does not participate in the P-card procurement and payment process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Euna Solutions pricing model comprises two main components: SaaS subscription pricing and one-time implementation fees. This dual-structured pricing model ensures that customers pay a predictable, ongoing cost for using Euna Solutions software while also covering the initial investment needed to tailor and deploy the solution effectively within their organization.</p> <p>SaaS Subscription Pricing: a recurring fee that customers pay to access the software and receive ongoing updates, support, and maintenance. Subscription pricing can be structured in several ways, including:</p> <ul style="list-style-type: none"> • Per User/Per Seat: Customers are charged based on the number of users or seats accessing the software. • Site License: A single price for access to all features, regardless of the number of users or level of usage. <p>The SaaS subscription fee typically includes all license costs, software updates, security patches, and customer support, ensuring that customers always have access to the latest version of the software without additional costs for maintenance.</p> <p>One-Time Implementation Fees: upfront costs charged to new customers for the initial setup and configuration of Euna Solutions software to meet their specific requirements. Implementation fees cover:</p> <ul style="list-style-type: none"> • Installation: Setting up the software environment, integrating it with existing systems, and ensuring it is operational. • Data Migration: Transferring existing data into the new system, ensuring accuracy and integrity. • Configuration: Tailoring the software settings and features to align with the customer's workflows and business processes. • Training: Providing education and resources to help users understand how to use the software effectively, which can include remote training, on-site training, webinars, and documentation. <p>Euna Solutions Pricing is attached to this response for Sourcewell's review.</p>
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As reflected in our Pricing Worksheet, Euna Solutions is offering Sourcewell participating entities a 5% discount off our list SaaS fees. No discount, however, is applicable for service fees and/or hardware costs.
71	Describe any quantity or volume discounts or rebate programs that you offer.	Euna pricing scales across a number of our products, thereby effective rates reduce as volumes increase. We are always open to improving pricing and savings that we pass on as our customers consume more product.
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the software and services offered by Euna Solutions.
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight, delivery, or shipping costs are not applicable for Euna Solutions SaaS offerings, with one exception – Euna Payments which features kiosk hardware.</p> <p>Euna Payments offers a comprehensive shipping and branding package for our kiosk hardware at a total cost of \$1,300. This includes ground delivery to the customer's specified location, ensuring that the hardware arrives securely on a pallet. Additionally, Euna Payments personalizes the hardware with the customer's colors and branding through a decal application service.</p> <p>For those seeking an even higher level of service, Euna Payments provides white glove delivery for an additional fee, guaranteeing that customer hardware is handled with the utmost care from start to finish.</p>
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Alaska and Hawaii, Euna Payments offers the same comprehensive shipping and branding package noted above at a total cost of \$1,700. While our current shipping operations for Euna Payments kiosks are focused within the United States, we are excited about the prospect of expanding our services to Canada and other international destinations.</p> <p>Please note that additional import and duty fees may apply for shipments outside the US. We are committed to working closely with our customers to navigate these processes and ensure a smooth and efficient delivery experience.</p>
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Euna Solutions leverages an advanced ERP system equipped with robust controls that will ensure accurate reporting of sales and royalties for Sourcewell. Such controls include automated tracking and recording of sales transactions, comprehensive audit trails, and customizable reporting features that facilitate transparency and compliance. The ERP also supports real-time data integration and validation, ensuring that all transactions are accurately captured and reported. To support the sales function, Euna Solutions utilizes Salesforce to consistently and accurately track quoting and closed opportunities.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, we report revenues and annual recurring revenue. Included in annual recurring revenue are new sales, upsells, cross-sells, churn, and contraction. We evaluate these metrics by business unit and material relationships.
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Should Euna Solutions be awarded a Contract as a result of this RFP, we agree to pay Sourcewell a 2% administrative fee for facilitating, managing, and promoting the Sourcewell Contract to its participating entities.

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *
81	Category 1: Core Administrative Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No
82	Category 2: Education and Public Sector Information and Work Management	<input checked="" type="radio"/> Yes <input type="radio"/> No
83	Category 3: Asset and Risk Management	<input type="radio"/> Yes <input checked="" type="radio"/> No
84	Category 4: Public Engagement and Specialized Services	<input checked="" type="radio"/> Yes <input type="radio"/> No
85	Category 5: Integrated Enterprise Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II, B, 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not currently offered.
87	Financial Performance, Spend, or Expense Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Budget, Euna Grants
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Payments, Euna Permitting
89	Procure-to-Pay and Contract Management Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Procurement

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II, B, 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not currently offered.
91	Learning Management System (LMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not currently offered.
92	Work Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Budget, Euna Procurement
93	Enterprise Content Management/Records Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Procurement
94	Enrollment Management Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Euna Special Education

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
95	Computerized Maintenance Management System (CMMS)	<input type="radio"/> Yes <input type="radio"/> No	
96	Facility Management Software	<input type="radio"/> Yes <input type="radio"/> No	
97	Energy Management Software	<input type="radio"/> Yes <input type="radio"/> No	
98	Insurance and Risk Management	<input type="radio"/> Yes <input type="radio"/> No	
99	Environmental, Health, and Safety (EHS) management	<input type="radio"/> Yes <input type="radio"/> No	

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	<input type="radio"/> Yes <input type="radio"/> No	Not currently offered.
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	<input type="radio"/> Yes <input type="radio"/> No	Euna Grants, Euna Permitting, Euna Payments
102	Parks and Recreation Software	<input type="radio"/> Yes <input type="radio"/> No	Not currently offered.
103	Citizen Relationship/Engagement Management	<input type="radio"/> Yes <input type="radio"/> No	Euna Budget, Euna Permitting, Euna Payments, Euna Grants, Euna Procurement

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	<input type="radio"/> Yes <input type="radio"/> No	Not currently offered.

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Euna Solutions is proud to offer Sourcewell's participating entities a comprehensive suite of products and administrative tools tailored to meet each entity's unique needs. Our products and services are designed to enhance efficiency, transparency, and community trust through advanced technology and user-centric design.</p> <p>Euna Procurement:</p> <ul style="list-style-type: none"> Features: A robust end-to-end suite of procurement tools from intake to invoicing (integrating Bonfire, DemandStar, Ion Wave Technologies, and EqualLevel) to streamline the procurement process. Key features include supplier management, bid management, contract lifecycle management, reporting and analytics, and Euna Procurement enables both RFP-based and marketplace-style purchasing with access to over 800,000 vendors. <p>Euna Budget:</p> <ul style="list-style-type: none"> Products: Euna Budget Professional (powered by Questica) and Euna Budget Enterprise (powered by Sherpa). Features: Comprehensive budgeting, forecasting, and reporting capabilities, ideal for detailed budget preparation and analysis. Advanced financial planning and performance management, including multi-year budgeting, scenario planning, and robust reporting. <p>Euna Payments:</p> <ul style="list-style-type: none"> Features: Euna Payments (powered by CityBase) simplifies payment processes for Sourcewell entities. Key features include online and mobile payments, point of sale (POS) systems, and automated payment processing. <p>Euna Grants:</p> <ul style="list-style-type: none"> Features: Euna Grants (powered by eCivis) offers a comprehensive grant management solution that supports the entire grant lifecycle. Key features include grant research and identification, application management, and post-award management. <p>Euna Permitting:</p> <ul style="list-style-type: none"> Products: Euna Permit Guide and Euna Event Permits (both powered by OpenCounter). Features: Guides applicants through the permitting process with clear, step-by-step instructions and requirements. Automates the application and approval process for special event permits, ensuring efficient and transparent management. <p>Euna Special Education:</p> <ul style="list-style-type: none"> Features: Euna Special Education (powered by SpedTrack) supports the management of special education programs. Key features include IEP management, compliance tracking, and case management. <p>Equipment and Infrastructure:</p> <ul style="list-style-type: none"> Examples: While Euna Solutions primarily focuses on software solutions, our offerings may include the necessary hardware to support our platforms, such as POS systems, kiosks, and mobile devices. <p>Services:</p> <ul style="list-style-type: none"> Examples: Euna Solutions provides a range of services to ensure successful implementation and ongoing support, including implementation services, training, customer support, and consulting services. <p>By offering this comprehensive suite of products and services, Euna Solutions empowers Sourcewell participating entities to achieve operational excellence, enhance transparency, and deliver exceptional public services.</p>
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	<p>Most of Euna's offerings are Software-as-a-service, with Euna Payments (powered by CityBase) providing necessary equipment and accessories for efficient, secure, and user-friendly payment services. Key equipment and accessories include:</p> <p>Point of Sale (POS) Systems:</p> <ul style="list-style-type: none"> Integrated POS Terminals: Essential for in-person payment processing, allowing for quick and secure transactions at government offices and service centers. Card Readers: Used in conjunction with POS terminals to process credit and debit card payments, ensuring fast and secure transactions. Receipt Printers: Provide payment confirmations and receipts to citizens, enhancing transparency and record-keeping. <p>Self-Service Kiosks:</p> <ul style="list-style-type: none"> Payment Kiosks: Strategically placed in high-traffic areas such as government buildings, libraries, and community centers, these kiosks allow citizens to make payments independently. They come equipped with touchscreens, card readers, and receipt printers. Bill Pay Kiosks: Specifically designed for utility and tax payments, these kiosks provide an easy and convenient way for citizens to pay their bills without needing assistance from staff. <p>By offering these essential equipment and accessories, Euna Payments ensures that Sourcewell entities can provide efficient, secure, and user-friendly payment services to their constituents, enhancing overall service delivery and satisfaction.</p>
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	<p>Euna Solutions offers a comprehensive range of services to support the effective implementation and utilization of our systems and solutions, ensuring Sourcewell entities receive full-spectrum assistance. Our services are designed to provide seamless integration, robust support, and ongoing compliance with regulatory standards. Below are detailed descriptions of the services we offer:</p> <p>Hosting and Cloud Migration:</p> <ul style="list-style-type: none"> Robust Hosting Services: Euna Solutions provides reliable and secure hosting services with high availability and performance to ensure that our solutions are always accessible and operational. Our cloud infrastructure is designed to handle the demands of public sector entities, ensuring that their data and applications are always available. Seamless Cloud Migration: We facilitate a smooth transition to the cloud by offering strategic planning, migration support, and post-migration optimization. For example, when transitioning a city's financial system to our secure cloud platform, we ensure that data accessibility is maintained for remote work and that the need for on-premises IT infrastructure is eliminated or significantly reduced. Our cloud migration services include data extraction, transformation, loading (ETL), and validation to ensure data integrity throughout the process. <p>Modernization and Customization:</p> <ul style="list-style-type: none"> System Modernization: Our modernization services help entities upgrade their existing systems to the latest standards and technologies. This includes incorporating modern analytics and reporting features to enhance efficiency and service delivery. For instance, upgrading outdated financial systems to leverage advanced data analytics for better financial planning. Customization Services: While our solutions are highly configurable, we also offer customization services to address unique organizational needs. This process involves detailed analysis of client requirements, followed by the design, development, and integration of custom features. Comprehensive training is provided to ensure that users can effectively utilize these custom features. <p>Integration and Implementation:</p> <ul style="list-style-type: none"> Seamless Integration: Euna Solutions provides comprehensive integration services to ensure seamless interoperability between our solutions and other software systems. For example, integrating our payment system with existing ERP systems allows for synchronized financial data and streamlined payment processing. Our integration services include the use of APIs, middleware, and connectors to facilitate real-time data exchange. Expert Implementation: Our implementation services include detailed project management, system configuration, and data migration to ensure a smooth transition to our solutions. Our team works closely with entities to understand their specific requirements and tailor the implementation process accordingly. This includes setting up workflows, user roles, and permissions to align with the entity's operational needs. <p>Installation and Maintenance:</p> <ul style="list-style-type: none"> Installation Services: We offer installation services for all our hardware and software solutions. For instance, setting up self-service kiosks in government buildings to facilitate citizen payments. Our installation process is designed to be efficient and minimally disruptive to daily operations. Ongoing Maintenance: Euna Solutions provides comprehensive maintenance services to ensure that our systems

	<p>remain up-to-date and fully operational. This includes regular updates, security patches, and performance optimizations. Our maintenance services also include proactive monitoring to identify and address potential issues before they impact operations.</p> <p>Training and Support:</p> <ul style="list-style-type: none"> Extensive Training Programs: We offer extensive training programs tailored to different user groups to ensure effective adoption and utilization of our solutions. Our training covers all aspects of our solutions, from basic functionalities to advanced features. For example, after implementing our budgeting systems, we conduct training sessions for financial officers, budget directors, and analysts to ensure they are proficient in using the new system. Dedicated Support: Our dedicated support team provides technical and user support to address any issues promptly. We offer various support channels, including phone, email, portal, and online chat, to ensure that users can get assistance whenever needed. Our support team is available to help with troubleshooting, updates, and maintenance to ensure continuous system performance. <p>Data Services:</p> <ul style="list-style-type: none"> Comprehensive Data Services: Our data services include data collection, import, export, and backup to ensure data integrity and availability. We handle the importation of historical financial data into our systems, ensuring continuity and comprehensive reporting. Our data backup solutions protect against data loss and ensure business continuity by providing regular backups and secure storage options. <p>Record-Keeping and Reporting:</p> <ul style="list-style-type: none"> Advanced Reporting Capabilities: Euna Solutions offers advanced reporting capabilities for accurate record-keeping and compliance reporting. Our solutions facilitate detailed financial analysis, performance measurement, and compliance reporting. For example, Euna Budget provides comprehensive reporting tools that enable entities to generate detailed financial reports, track budget performance, and ensure compliance with regulatory requirements. <p>Mobile, Cloud, and Web-Based Applications:</p> <ul style="list-style-type: none"> Enhanced Accessibility: We develop and support mobile, cloud, and web-based applications that enhance accessibility and user engagement. Our mobile applications are optimized for smartphones and tablets, providing a seamless user experience. For instance, the mobile interface of our permitting guide allows citizens to apply for permits online, increasing convenience and reducing the need for in-person visits. Flexible and Scalable Solutions: Our cloud-based platforms ensure that services are accessible from anywhere, at any time. This flexibility is crucial for remote work and disaster recovery, enabling entities to maintain operations under any circumstances. Our solutions are designed to scale with the needs of the entities, ensuring they can handle increased demand without compromising performance. <p>Customer Service:</p> <ul style="list-style-type: none"> Personalized Customer Service: Our customer service team is committed to providing exceptional support. We offer personalized assistance to ensure that Sourcewell entities receive timely and effective help, whether it's answering questions about our solutions or resolving technical issues. Our customer service team works closely with entities to understand their needs and provide tailored solutions. <p>Auditing and Compliance:</p> <ul style="list-style-type: none"> Compliance Assurance: Euna Solutions ensures that all products and services meet the highest standards of compliance. We assist entities in conducting audits to maintain compliance with regulatory requirements. Our solutions are designed to adhere to relevant standards and regulations, such as the General Data Protection Regulation (GDPR), Health Insurance Portability and Accountability Act (HIPAA), and other public sector-specific regulations. Compliance Tracking: Our systems include built-in compliance tracking features that help entities monitor and document their adherence to regulatory requirements. For example, Euna Special Education provides tools to ensure compliance with federal and state regulations related to special education programs. Regulatory Updates: We keep our clients informed about regulatory changes that may impact their operations. Our team continuously monitors changes in legislation and updates our solutions accordingly to ensure ongoing compliance. Audit Support: During audits, our team provides comprehensive support, including generating necessary reports, assisting with data validation, and addressing any compliance-related queries. This support ensures that entities can navigate audits smoothly and demonstrate their adherence to regulatory requirements. <p>Security:</p> <ul style="list-style-type: none"> Robust Security Measures: We prioritize the security of our solutions by implementing advanced cybersecurity measures, including encryption, multi-factor authentication, and regular security audits. These measures are critical for safeguarding public sector data and maintaining citizen trust. Proactive Security Monitoring: Our systems are continuously monitored for potential security threats. We employ advanced threat detection and response tools to identify and mitigate risks promptly. Regular security updates and patches are applied to protect against emerging threats. <p>Technical and User Support:</p> <ul style="list-style-type: none"> Comprehensive Technical Support: Our technical support team provides expert assistance with system troubleshooting, updates, and maintenance. For example, our support for grant management includes a dedicated helpdesk to assist users with any technical issues, ensuring they can effectively manage their grant applications and reporting. User Support and Training: In addition to technical support, we offer user support to help entities maximize the benefits of our solutions. This includes providing training materials, user guides, and online resources to assist users in navigating our systems. Our support team is available to answer questions and provide guidance on best practices. <p>By offering these comprehensive services, Euna Solutions ensures that Sourcewell entities can effectively implement, utilize, and maintain our systems and solutions, achieving their operational goals and enhancing service delivery to their communities.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing - Euna Solutions for Sourcewell - June 2024.xlsx - Wednesday June 19, 2024 09:50:35
- Financial Strength and Stability - GTY Technologies Holdings Inc. 2023 Consolidated Financial Statements and Auditors Report (1).pdf - Wednesday June 19, 2024 09:51:09
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Combined Offering Template - EUNA.docx - Wednesday June 19, 2024 09:52:36
- Standard Transaction Document Samples - Sample Euna Grants ORDER FORM.dotx.docx - Wednesday June 19, 2024 12:32:38
- Requested Exceptions - Sourcewell contract redline - Euna Solutions.docx - Wednesday June 19, 2024 09:50:15
- Upload Additional Document - Sourcewell response - Euna Solutions - Final.pdf - Wednesday June 19, 2024 14:11:13

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brenna Lenchak, SVP, General Counsel, Euna Solutions

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

☒ Yes ☐ No

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

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

File Name	26-0017-Exhibit 1 below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	17	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	17	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	17	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	17	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	17	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	17	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	17	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	17	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	17	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	17	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	17	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	17	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	17	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	17	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	17	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	17	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	17	1

COOPERATIVE ENDEAVOR USE AGREEMENT FOR LICENSING MYGOVERNMENTONLINE (MGO) SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1 The Anderson County, TN ("Licensee" or "County"), located at 100 North Main Street, Clinton, TN 37716.

1.2 The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under State Act 472. The statute allows its member governmental entities to collaborate through SCPDC to provide long-range planning, act as a liaison with state and federal entities, provide guidance on current issues affecting government, and offer services to businesses and citizens.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into between the Licensee and SCPDC under Chapter 791 of the Government Code to license the Licensee to use the SCPDC Software under certain terms and conditions.

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between SCPDC and the Licensee and describes the terms and conditions under which SCPDC shall license to the Licensee the use of, and provide support for, certain Software (as defined below). In consideration of the mutual promises and the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all its terms and schedules, any addenda signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code, machine-readable copies of the Software, source code related to the Software, and any other proprietary information supplied to the Licensee by SCPDC or by the Licensee to SCPDC, and clearly marked as "Confidential Information," including all items defined as "Confidential Information" in any other agreement between the Licensee and SCPDC, whether executed before or after the date of this Agreement.

2.2 "DOCUMENTATION" means any online help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC that describe the use of the Software, either accompanying the Software or provided to the Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which the Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "UPDATES" refers to changes, improvements, or enhancements made to the SCPDC Software. Updates may include the addition of new features, improvements to existing functionality, bug fixes, or other modifications aimed at improving performance, usability, or security. Major Updates introduce significant new features or functionalities that enhance the overall capabilities of the software. Minor Updates include incremental changes, performance optimizations, routine maintenance, and minor feature enhancements. SCPDC retains sole discretion

in determining the timing, content, and classification of Updates as Major or Minor. Unless otherwise stated, all Updates are deployed seamlessly to the system as part of the continuous improvement of the SCPDC Software.

2.6 "SOFTWARE" means the computer software programs specified in "Fee Schedule" and otherwise provided for Licensee use under this Agreement.

2.7 "USE" means the loading, utilization, storage, or display of the Software by the Licensee for its internal information processing and by end-users accessing the Licensee's website via the Internet.

2.8 "PERMIT" means any type of permit, including, but not limited to, new construction permits, building permits, structure renovation permits, mechanical permits, plumbing permits, gas permits, electrical permits, and sign permits. Multiple permits listed under one number will not be considered a single permit for calculating funds owed to MGO under this Agreement if applicable.

2.9 "LICENSE FEE(S)" means all payments due under this Agreement, including the permit volume package amount, custom quotes and payments for elected add-on modules as detailed in the fee schedule

2.10 "RESPONSE CENTER AND CONTACT PROCEDURE" refers to SCPDC's designated support center located at 5058 West Main Street, Houma, LA 70360, with hours of operation from 8:00 a.m. to 4:30 p.m. Licensee can contact the support team via telephone at 1-866-957-3764 or email at support@mygovernmentonline.org. The primary contact for inquiries or notices is Ryan Hutchinson, Chief Technology Officer (CTO).

2.11 "OPERATIONAL ACCEPTANCE (informally referred to as "live")": The point at which a billable software subscription, or any part thereof, is actively used by the jurisdiction to process real data in support of its operations. It is achieved when the software is utilized for real-world activities. Operational Acceptance may also be determined by (ii) the date the Licensor is notified in writing by MGO that the module's configuration is complete and ready for use, provided the Licensor does not object to its use within 30 days of notification.

2.12 BILLING START DATE: The date on which billing for a software subscription, as outlined in the "Fee Schedule," begins. Billing commences upon achieving "Operational Acceptance". If the Billing Start Date falls in the middle of a month, charges for that month will be prorated accordingly. Each Software Subscription may have a separate billing start date, depending on when the software subscription achieves Operational Acceptance.

2.13 SOFTWARE SUBSCRIPTION: A Software Subscription refers to a specific project type or module provided under this agreement, as identified in the fee schedule. Each subscription can be uniquely configured with distinct options and assigned to individual users.

SECTION 3. LICENSE, DELIVERABLES, AND COPIES

3.1 LICENSE GRANT

(a) (amended) Subject to the terms of this Agreement, MGO grants the Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use MGO's Software, accessible via the Internet, on one or more servers controlled by or on behalf of the Licensee, solely for the purpose of utilizing MGO's products. This includes internal use of the Software for providing services to customers, allowing access to the portal for permit research and requests. The license excludes sublicensing, uploading, transferring, or providing direct access to the Software to any third party without prior written consent, including access on a standalone basis. Documentation use is included in connection with this license. **Licensee acknowledges that MGO retains all intellectual property rights in and to the Software, including any enhancements, modifications, and**

derivative works. The Licensee has no ownership rights in the Software, its source code, or any related intellectual property rights.

(b) OWNERSHIP: MGO retains all ownership rights, titles, and interests in the Software and reserves all rights not expressly granted. This license does not transfer intellectual property rights or title to the Software, Documentation, or related copyrights, patents, or trademarks. The Licensee may not:

- (i) Transfer or sublicense any copies of the Software to third parties.
- (ii) Modify, decompile, reverse-engineer, or access the source code of the Software.
- (iii) Copy the Software beyond necessary backups or disaster recovery purposes.
- (iv) Develop interface products or add-on modules for the Software without MGO's express written permission.

3.2 DELIVERABLES: MGO will provide a web address where the Licensee can access a unique "jurisdiction login" with individual usernames and passwords for authorized users.

3.3 COPIES: Copies of Documentation must retain all proprietary markings, titles, and notices, including copyright and trademark symbols.

SECTION 4. LICENSE RESTRICTIONS

4.1 LICENSEE LIMITATIONS: The Licensee agrees not to:

- (a) Sell, lease, license, or sublicense the Software or Documentation.
- (b) Decompile, disassemble, or reverse-engineer the Software.
- (c) Develop derivative or competitive software based on the Software or Confidential Information.
- (d) Use the Software on a service bureau basis.
- (e) Provide unauthorized third-party access to the Software without prior consent from MGO.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE: The Licensee will pay fees specified in Schedule A, calculated based on Software use. Transactions housed outside the system to avoid fee obligations are prohibited.

5.2 TAXES: Both parties are tax-exempt, and no taxes are expected. Each party remains individually responsible for any applicable taxes on their employees or property.

5.3 NO OFFSET: The Licensee cannot withhold or offset payments owed under this Agreement against other amounts.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 OBLIGATION: The Licensee must remain current on fee payments to receive Maintenance and Support as outlined in Schedule C. Failure to pay fees is a material breach and may lead to termination of support rights under this Agreement and deactivation of Licensee user accounts.

6.2 SERVICE LEVEL AGREEMENT (SLA) OF MAINTENANCE AND SUPPORT: Maintenance and Support shall be provided based on the severity of the issue reported. For Tier 1 (Low Priority, Non-Critical Issues), SCPDC will respond within one (1) business day, document the issue, and evaluate it for potential inclusion in a future product update. For Tier 2 (Medium Priority, Minor Service Interruptions or Workarounds Required), SCPDC will respond within six (6) hours during standard business hours and provide a patch or workaround within five (5) business days, with the issue resolved or documented in a future product update. For Tier 3 (High Priority, Critical System Failures or Major Service Interruptions), SCPDC will respond within three (3) hours during standard business hours and provide a patch or workaround by the next business day, with a full resolution or documentation included in a future product update. SCPDC will make reasonable efforts to adhere to these response times but reserves the right to prioritize issues to ensure overall system stability and alignment with the development roadmap.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 WARRANTY: MGO warrants that the Software will perform as documented under normal use during the contract term. In cases of non-conformance, MGO will repair or replace the Software. This warranty applies only if:

- (a) The Software is used properly according to instructions.
- (b) No unauthorized modifications have been made.
- (c) No deviations from Documentation were requested by the Licensee.

Pre-production versions are provided "as-is."

7.2 DISCLAIMER: MGO disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. MGO is not responsible for Software issues arising from non-MGO alterations.

7.3 LIMITATION OF LIABILITY: MGO's liability will not exceed the License Fee paid. MGO is not liable for lost profits, business interruptions, or other indirect damages.

7.4 ALLOCATION OF RISK: The terms reflect the allocation of risk and the limitations of liability.

7.5 CLAIMS: Claims must be brought within one year of the cause of action. A cause of action is deemed to occur when the breach.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE: Neither party shall be liable for failure to perform its obligations under this Agreement (except for payment obligations) if such failure is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, war, terrorism, strikes, civil disturbance, governmental regulations, fire, flood, natural disaster, or failure of third-party service providers or other technology failures. The party affected by a Force Majeure event shall notify the other party promptly and use commercially reasonable efforts to mitigate the impact of the Force Majeure event. If the Force Majeure event persists for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 OWNERSHIP OF INTELLECTUAL PROPERTY: MGO retains all right, title, and interest in and to the Software, Documentation, and any other materials related to the Software, including any intellectual property rights, patents, copyrights, trademarks, and trade secrets associated with the Software. Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Licensee. The Licensee agrees not to challenge,

dispute, or interfere with MGO's ownership rights in the Software, Documentation, or any related intellectual property.

9.2 NO TRANSFER OF INTELLECTUAL PROPERTY: The Licensee acknowledges that this Agreement grants only a limited license to use the Software as specified in Section 3.1, and no other rights or licenses in or to any intellectual property of MGO are granted. Any modifications, customizations, or derivative works made by the Licensee or on its behalf shall be the exclusive property of MGO, and the Licensee agrees to assign any rights it may have in such works to MGO without further compensation.

SECTION 10: LICENSEE DATA

10.1 OWNERSHIP OF DATA: SCPDC agrees that all data created by Licensee in the Software system belongs solely to the Licensee and shall be subject to the terms and conditions set forth in this Agreement regarding Licensee Data. To the extent permitted by law, in the event of the termination or nonrenewal of this Agreement, SCPDC warrants that Licensee's data and any information stored by SCPDC as a result of the Licensee's use of the SCPDC Software will be returned to the Licensee in a commercially reasonable format.

SECTION 11: PROJECT ABANDONMENT

11.1 ABANDONMENT OF DEVELOPMENT AND SUPPORT: Should SCPDC abandon development and support of the MyGovernmentOnline (MGO) system, SCPDC agrees to license the last stable source code release of the Software to the Licensee under an open-source license agreement. The specific open-source license agreement, such as GNU or another comparable license, will be selected by SCPDC at the time of abandonment.

SECTION 12. WAIVER

No waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement will be effective unless in writing. A party's failure, neglect, or delay in enforcing any provision, right, or remedy under this Agreement will not be deemed a waiver of those rights or remedies. Such inaction will not affect the validity or enforceability of any provision of this Agreement or prejudice the party's right to take future action. Except as expressly stated in this Agreement, the exercise or enforcement of any right or remedy under this Agreement will not preclude the enforcement of any other right or remedy available by law or under this Agreement.

SECTION 13. SEVERABILITY

If any term, condition, or provision of this Agreement is found to be invalid, unlawful, or unenforceable, the parties will work in good faith to amend the Agreement to reflect its original intent as closely as possible. If no agreement can be reached, the invalid term, condition, or provision will be severed, and the remaining terms, conditions, and provisions will remain valid and enforceable to the fullest extent permitted by law.

SECTION 14. TERM AND TERMINATION

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ATO
Renewal
JB
SCPDC will provide the Licensee with a valid license to use the Software, along with Maintenance and Support, beginning on the Effective Date for an initial term of two (2) years. After the initial term, the license, Maintenance, and Support will ~~automatically renew for successive one (1) year terms~~ unless the Licensee provides SCPDC with written notice of non-renewal at least ninety (90) days before the expiration of the current term. In consideration of the no upfront cost for the license, configuration, and implementation, the Licensee agrees to pay all monthly fees for the entire initial term before cancellation of the agreement is permitted.

SECTION 15. STANDARD TERMS OF LICENSEE

Any terms, provisions, or conditions set forth in a purchase order, acknowledgment, or other business form issued by the Licensee in connection with the acquisition or licensing of the Software will have no effect on the parties' rights, duties, or obligations under this Agreement. Such terms will not modify this Agreement, regardless of SCPDC's failure to object to them.

SECTION 16. AMENDMENTS TO THIS AGREEMENT

26-0024

This Agreement may only be amended by a written document signed by both parties.

SECTION 17: FEE SCHEDULE

12.1 EXPENSES. The License Fee and service fees do not include Reimbursable Expenses. SCPDC will invoice the Licensee for any identified Reimbursable Expenses, which the Licensee agrees to reimburse promptly. Reimbursable Expenses are defined as costs incurred directly in connection with Authorized On-Site Visits and other services performed under this Agreement, specifically related to travel and transportation, unless otherwise agreed upon in writing. Reimbursement for lodging, mileage, and meals will be based on the Federal GSA per diem rates published on GSA.gov. Travel expenses, including car rentals and airline tickets, will be reimbursed at actual cost. A 10% administrative fee will be applied to the total of all reimbursable expenses.

The Licensee may also elect to pay a flat rate of \$3,000 per trainer per trip, not to exceed five (5) business days. Reimbursable Expenses will be invoiced as soon as practical, and the Licensee is expected to provide payment within 30 days of the invoice date.

12.2 AUTHORIZED ON-SITE VISIT. An "Authorized On-Site Visit" refers to any visit by SCPDC's support staff or trainers to the Licensee's facilities to provide training or other services mutually agreed upon by both parties. Site visits will only be scheduled and conducted after receiving explicit authorization from the jurisdiction. The scope and timing of any on-site visit will be agreed upon in advance.

12.3 LICENSE FEES. The License Fee is billed monthly unless the jurisdiction requests a different payment schedule, which must be mutually agreed upon by the Licensor.

The License Fee is described in this section. If the License Fee is left blank, it is considered unintentional and the contract shall not be valid, even if signed. License Fees must be specified for any provisions of this Agreement to be valid.

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

All Modules:

Permitting: \$260.42/Monthly

MONTHLY RATE	SOFTWARE SUBSCRIPTION						
Permit Volume	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration	Business licensing	Fire Inspections	Health
101 - 500	\$300.00	\$200.00	\$100.00	\$230.00	\$150.00	\$200.00	\$200.00
500 - 750	\$425.00	\$225.00	\$150.00	\$230.00	\$150.00	\$225.00	\$225.00
751 - 1000	\$650.00	\$375.00	\$200.00	\$230.00	\$200.00	\$250.00	\$250.00
1001 - 1250	\$1,000.00	\$525.00	\$250.00	\$230.00	\$225.00	\$275.00	\$275.00
1251 - 1500	\$1,150.00	\$600.00	\$300.00	\$230.00	\$250.00	\$300.00	\$300.00
1501 - 1750	\$1,300.00	\$675.00	\$350.00	\$230.00	\$275.00	\$350.00	\$350.00
1751 - 2000	\$1,450.00	\$750.00	\$400.00	\$230.00	\$300.00	\$400.00	\$400.00
2000 - 2500	\$1,650.00	\$875.00	\$450.00	\$230.00	\$325.00	\$450.00	\$450.00
2500 - 3000	\$1,750.00	\$975.00	\$500.00	\$230.00	\$350.00	\$500.00	\$500.00
3001 - 3500	\$1,850.00	\$1,175.00	\$550.00	\$230.00	\$375.00	\$550.00	\$550.00
3501 - 4000	\$2,000.00	\$1,275.00	\$600.00	\$230.00	\$400.00	\$600.00	\$600.00

ANNUAL PERMIT VOLUME OVER 4,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 101-500 Permit Volume package. Billing for each software subscription will follow a levelized billing system, commencing upon the achievement of "Operational Acceptance." Different software subscriptions may have separate "Billing Start Dates" based on when they individually achieve "Operational Acceptance." The monthly fee for each subscription will correspond to the Permit Volume package row in the pricing table. Volumes for subscriptions unrelated to permitting will not impact the row used; only the Permit Volume determines the applicable row. If, at any point during a calendar year, the total number of permits exceeds the agreed Permit Volume package by 20%, the Licensee will automatically be upgraded to the higher monthly rate associated with the new Permit Volume. However, if the jurisdiction exceeds its current package by up to 20%, the higher package will not be applied until the start of the jurisdiction's next budget year.

Software Subscriptions Provided Under a Custom Quote: NA

Additional Subscriptions Available (Not Included in This Agreement): Comprehensive ERP Functionality, Virtual Inspections, Public Works, Fleet Maintenance, Asset Management, GPS Tracking, and Grant Management.

12.4 SERVICE FEES. Custom services outside the scope of this Agreement, as mutually agreed upon by the Licensee and Licensor, will be executed through a written scope of services at an hourly rate of \$100. For payment provider integrations or changes, a one-time fee of \$100 applies for integrations with previously supported payment providers. A one-time fee of \$500 applies for integrations with new, unsupported payment providers.

Data import services will be provided at no additional cost if the agreed-upon work does not exceed 30 hours. If the data import requires more than 30 hours, the Licensee will be notified, and SCPDC will provide a detailed quote outlining the scope of work and estimated hours. Work exceeding the initial 30 hours will only proceed after the Licensee provides written approval of the quote. There is no additional charge for ongoing setup and configuration of the software unless otherwise specified in writing.

12.5 OTHER TERMS. SCPDC will invoice the Licensee at the beginning of each month. All invoices are due within 30 days of the invoice date. Payments will be processed in accordance with the Licensee's standard payment procedures. In the event of non-payment, SCPDC reserves the right to suspend services until outstanding balances are paid in full. Any disputes over invoices must be raised within 15 days of the invoice date, otherwise, the amounts will be considered final and payable. Licensing fees will commence accruing on the billing start date. Monthly fees are subject to an annual adjustment of up to 3%. This adjustment will take effect at the beginning of each calendar year, provided the Jurisdiction is notified in writing at least 30 days in advance.

SIGNATURES

LICENSOR: South Central Planning & Development Commission (SCPDC)

Kevin Belanger, CEO

Date: _____

LICENSEE: Anderson County, TN

Terry Frank, County Mayor

Date: _____

APPROVED AS TO LEGAL FORM


James W. Brooks
Anderson County Law Director

HOSPICE PATIENT TRANSPORTATION AGREEMENT

THIS HOSPICE PATIENT TRANSPORTATION AGREEMENT ("*Agreement*") is effective the 21st day of July 2025 ("*Effective Date*"), by and between **University of TN Medical Center Home Care Services, LLC d/b/a University of TN Medical Center Home Care Services - Hospice** ("*Hospice*") and **Anderson County, TN** ("*Contractor*"). Hospice and Contractor shall each hereinafter be referred to as a "*Party*" and collectively, the "*Parties*".

RECITALS

WHEREAS, Hospice operates a Medicare and/or Medicaid licensed hospice program to provide for the physical, psychosocial, spiritual and emotional needs of terminally ill patients; and

WHEREAS, to promote efficient operations and quality care, the Parties desires to enter into this Agreement to set forth terms and conditions for transporting patients and in order to ensure that patients are transported in a medically appropriate manner; and

WHEREAS, Hospice desires to engage Contractor, and Contractor desires to be engaged, to provide transportation services to Hospice patients in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed by and between the Parties as follows:

ARTICLE I RESPONSIBILITIES OF HOSPICE

1.1 Hospice Responsibility. Hospice shall retain responsibility as the care provider to all Hospice patients and family members, pursuant to the Medicare Conditions of Participation for hospice care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of a plan of care for each patient (as defined by as defined by 42 C.F.R. § 418.56), authorization of all services and management of the care through interdisciplinary team meetings.

1.2 Policies and Procedures. Hospice shall provide Contractor with copies of Hospice's policies and procedures applicable to the provision of transportation services and shall meet with Contractor to review such policies and procedures, as necessary.

ARTICLE II RESPONSIBILITIES OF CONTRACTOR

2.1 Standards. Transportation services must be delivered in a safe and effective manner only by individuals who meet appropriate qualifications and who practice under Hospice's policies and procedures. Transportation services shall meet or exceed the current standards for providers of such transportation services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements, including those relating to patients' health and safety.

2.2 Licensure and Qualification of Personnel. Contractor represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state and local licenses,

registrations, permits and certifications required by law to provide transportation services. Contractor represents and warrants that any personnel providing transportation services: (a) are duly licensed, credentialed, certified and/or registered as required under applicable state laws; (b) possess the education, skills, training and other qualifications necessary to provide transportation services; (c) based on criminal background checks conducted by Contractor, are eligible to provide transportation services and have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals and that such personnel maintain these qualifications throughout the term of this Agreement. Upon Hospice's request, Contractor shall provide Hospice with proof of Contractor's or any Contractor personnel's qualifications who provide transportation services.

(a) Provision of Transportation Services. Contractor shall provide transportation services to Hospice patients only with the authorization of designated personnel of Hospice. Hospice agrees to make non-emergency transportation services appointments with Contractor at a minimum of twenty-four (24) hours in advance. Contractor's drivers agree to call Hospice the night before an appointment to verify that the appointment has not changed and to verify the time of pick-up. Upon request of authorized Hospice personnel and pursuant to a Physician's order, Hospice patients shall receive transportation Services from Contractor for the following: (a) scheduled doctor's appointments; (b) scheduled dialysis treatments; (c) tests/procedures as related to the terminal illness; (d) any other scheduled appointments; (e) return trips to Hospice patient's home from any appointments as noted above; and (f) for emergency services.

2.3 Coordination of Care. Contractor shall participate in any meetings, when requested by Hospice, for the coordination, supervision and evaluation by Hospice of the provision of transportation services. Such participation need not be in person and may be conducted via electronic or telephonic means. Hospice and Contractor shall communicate with one another regularly and as needed for each particular Hospice patient.

2.4 Policies and Procedures. In providing transportation services, Contractor shall abide by patient care protocols, the pertinent provisions of the Hospice patients' plan of care pertaining to transportation services and applicable Hospice policies and procedures. ~~Contractor shall incorporate into its orientation of any staff member that has contact with Hospice patients, copies of Hospice's policies and procedures applicable to the transportation services.~~

2.5 Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving transportation services, or any investigation initiated by any governmental agency, or any litigation commenced against Hospice, Contractor shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Contractor shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Contractor shall notify Hospice promptly of any inquiries, claims and investigations and cooperate fully with the directions of Hospice with respect thereto.

ARTICLE III PAYMENT PROVISIONS

Contractor shall bill Hospice only for the services rendered under this Agreement which are actually rendered. Contractor agrees to provide the transportation services described in this Agreement in exchange for payment of fees set forth in **Exhibit A**, attached hereto. Contractor will invoice Hospice each month for the transportation services provided during the preceding month. Such invoices shall include: (a) the name and identification number of the patient; (b) the date of service; and (c) where appropriate, the related charge for each service and sufficient supporting documentation for the cost to be

included in Hospice's allowable cost. Except for deduction of indemnified claims, Hospice will pay Contractor within thirty (30) days of Hospice's receipt of invoice. Hospice shall bear no financial responsibility, obligation or other liability to reimburse Contractor for any charges, costs, expenses or other fees for transportation services provided to hospice Patients that are provided without the prior authorization of Hospice. Notwithstanding any provision of this Agreement or any addendum or exhibit thereto, Contractor must submit to Hospice any and all invoices for any service rendered hereunder by Contractor to patients of Hospice within one (1) calendar year of the date such service was provided, otherwise Hospice shall be relieved of its payment obligation to Contractor in respect of such service.

ARTICLE IV COMPLIANCE

4.1 No Duty To Refer Patients. The Parties, and their parent companies, subsidiaries and affiliates do not intend by this Agreement to induce directly or indirectly illegal referrals of any individual to any other person or entity for the furnishing or arranging for the furnishing of any health care services or the provision of any drug or health care device, including but not limited to services, drugs or devices for which payment may be made in whole or in part under any Federal Health Care Program as defined in 42 U.S.C. 1320a-7b(f).

4.2 Compliance With Laws. The Parties will ensure that they will execute their individual obligations pursuant to this Agreement in accordance with all applicable federal, state, county and city laws, ordinances, codes, regulations and rules and in accordance with their respective policies and procedures as applicable.

ARTICLE V INSURANCE

5.1 Vehicle Insurance. During the term of the Agreement, Contractor shall, at its own cost and expense, maintain in force liability insurance coverage in amounts that meet or exceed the minimums set forth below on each vehicle and driver used to perform services under this Agreement, including owned, hired and non-owned vehicles used in the Contractor's business: (a) coverage for bodily injury or death of one person in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); (b) coverage for bodily injuries or death of all persons injured or killed in any one accident in the amount of Five Hundred Thousand Dollars (\$500,000); and (c) coverage for loss or damage to property in the amount of One Hundred Thousand Dollars (\$100,000.00).

5.2 Liability Insurance and Worker's Compensation During the term of the Agreement, Contractor shall, at its own cost and expense, maintain in force insurance coverage that meets or exceeds the minimum amounts specified below:

(a) General Liability Insurance of no less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. If coverage is written on a claims-made basis, Contractor shall agree to purchase extended reporting period coverage for an unlimited period at the conclusion of this Agreement, expiration of the policy or termination of coverage; and

(b) Professional Liability Insurance of no less than One Million Dollars (\$1,000,000.00) primary coverage and Two Million Dollars (\$2,000,000.00) annual aggregate. However, if the transportation services are provided in a state that allows or requires participation in a Patient Compensation Fund (PCF) and Contractor qualifies for the PCF, then Contractor shall provide the minimum limits required by the PCF and abide by all rules and regulators required by the PCF; and

(c) Workers' Compensation insurance coverage in the minimum statutory amount required pursuant to applicable law; and

(d) Employers' Liability coverage of no less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury per employee.

5.3 Additional Requirements. Contractor shall add Hospice as an Additional Insured to all policies (except Workers' Compensation). Additionally, Contractor shall attach a Waiver of Subrogation in favor of Hospice to all insurance policies referenced herein. The insurance requirements stipulated herein shall be provided by an insurance company that is licensed in the state for which services are provided. Additionally, each carrier shall maintain a minimum rating of "A-, VIII" by A.M. Best. If the insurer's rating falls below this minimum rating requirement, Hospice shall have the right to replace coverage with a carrier that does meet the minimum requirements at the Contractor's expense.

5.4 Termination of Coverage. Contractor agrees that it will immediately notify Hospice if such insurance is canceled or expires. Contractor hereby warrants and covenants that all Contractor's employees will have in force, general and professional liability, automobile and workers' compensation insurance coverage, in the minimum amounts specified above and shall maintain such insurance throughout the terms of this Agreement.

5.5 Independent Contractors. The Parties agree that Contractor shall be fully responsible for ensuring that these minimum insurance coverage requirements are met by any self-employed and/or independent contractors utilized by Contractor to provide the transportation services. Hospice shall not exercise any control or direction over the exercise of professional judgment used by Contractor in providing services under this Agreement, except as otherwise noted herein.

ARTICLE VI INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless Hospice, its parent, subsidiaries, affiliates, successors and assigns, from and against any and all claims, actions, causes of action, liabilities, costs, damages, expenses, court costs and attorney fees resulting from or attributable to any and all acts or omissions of Contractor in carrying out the transportation services under this Agreement. Such indemnification will survive the termination of this Agreement.

ARTICLE VII RECORDS

7.1 Creation and Maintenance of Records. Contractor shall prepare and maintain complete and detailed records concerning each Hospice patient receiving transportation services under this Agreement in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Each record shall completely, promptly and accurately document all transportation services provided to, and events concerning, each Hospice patient. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either Party. Contractor shall cause each entry made for transportation services provided to be signed and dated by the person providing such transportation services. Contractor shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Contractor relating to the provision of transportation services. This section shall survive the termination of this Agreement.

7.2 Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300, et seq., Contractor shall make available, until the expiration of four (4) years from the termination of this Agreement, upon written request to the Secretary of Health and Human Services of the United States, and upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents, and records that are necessary to certify the nature and costs of Medicare reimbursable service provided under this Agreement. If and to the extent Contractor carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, then Contractor shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either Party of any legal rights of confidentiality with respect to patient records and proprietary information.

ARTICLE VIII CONFIDENTIALITY

8.1 Confidentiality. Consequently, and concurrently herewith, the Hospice and Contractor agree to being health care providers under the privacy regulations would have access limited access based on the need to know and will safeguard and protect patient information at all times. Both Parties agree to immediate notification if any inappropriate access or disclosure of patient information is determined for proper notification.

8.2 Disclosure. Each Party may also be required to disclose to the other Party certain business or financial information (collectively, with the patient Information, the "Confidential Information"). Each Party agrees that it shall treat Confidential Information with the same degree of care it affords its own similar confidential information and shall not, except as specifically authorized in writing by the other Party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. Excluded from the definition of Confidential Information is information that: (a) is now or becomes publicly available; (b) was known to a Party without any direct or indirect obligation of confidentiality prior to such information's disclosure; (c) is or becomes available to the non-disclosing Party on a non-confidential basis from a source other than the other Party, provided that such other source is not bound by a confidentiality agreement with respect thereto; or (d) was independently developed by the non-disclosing Party without reference to or use of such information. A Party that discloses Confidential Information shall be entitled to seek injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

ARTICLE IX TERM AND TERMINATION

9.1 Term. The initial term of this Agreement shall be for one (1) year beginning with the Effective Date shown herein above, unless terminated by either Party with thirty (30) days' prior written notice.

9.2 Termination with Notice. This Agreement may be terminated: (a) at any time without cause upon thirty (30) days' prior written notice; (b) immediately upon breach by the other Party of any material obligation in the Agreement, which breach has not been cured to the satisfaction of the other Party within ten (10) days after written notice of such breach; or (c) in the event that: (i) Medicare, Medicaid or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of

reimbursement or payment for services under this Agreement; or (ii) any or all of such payors/authorities impose requirements which require a material change in the manner of either Party's operations under this Agreement and/or the costs related thereto, then, upon the request of either Party materially affected by any such change in circumstances, the Parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the Parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either Party may terminate this Agreement in accordance with subsection (a) of this Section.

9.3 Automatic Termination. This Agreement shall terminate immediately upon the occurrence of any one of the following events, without the requirement of further action on the part of either Party: (a) if one of the Parties commences or has commenced against it proceedings to liquidate, wind-up, reorganize or seek protection, relief or a compromise of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee or bankruptcy; (b) if this Agreement is determined by any governmental agency with jurisdiction of the subject matter of this Agreement to violate any provision of state or federal law regulating the provision of services reimbursable by the Medicare program; (c) upon Hospice's receipt of notice, from any source whatsoever, that Contractor's or any of its employees' license to provide the transportation services has been the subject of any disciplinary action, including reprimand, probation, suspension or revocation; or (d) upon Hospice's receipt of notice, from any source whatsoever, that Contractor or any of its employees has been convicted of a felony, or have been charged with a crime related to fraud or abuse of the Medicare or Medicaid programs or have been excluded or barred from participation in the Medicare or Medicaid programs.

9.4 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for obligations accruing prior to the date of termination (including obligations with respect to any patients who are already involved in the transport process on the date the of termination) and covenants herein which extend beyond the term of this Agreement, including any indemnities and payment provisions. In the event that this Agreement is terminated, the Parties agree that they will each use their best efforts to arrange for the appropriate transfer of responsibilities in order that the provision of home health care and transportation services to Hospice's patients is not interrupted or limited in any way.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties hereto.

10.2 Severability. This Agreement is severable, and, in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10.3 Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

10.4 Governing Law. This Agreement, the rights and obligations of the Parties hereto and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Tennessee.

10.5 Assignment. Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of Hospice and any assignment or transfer by Contractor without such consent shall be null and void.

10.6 Waiver. The waiver by either Party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provisions, rights or privileges hereunder.

10.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10.8 No Third-Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third-party.

10.9 Force Majeure. In the event that either Party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that Party's fault or is beyond that Party's reasonable control, then that Party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

10.10 Nonexclusive Agreement. This Agreement is intended to be nonexclusive and either Party may use any provider for the same or similar services.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

10.12 Notices. All notices or other communications which may be or are required to be given, served or sent by any Party to the other Party pursuant to this Agreement shall be in writing, addressed as set forth below and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each Party may designate, by notice and in writing, a new address to which any notice or communication may thereafter be so given, served or sent.

To Hospice:

University of TN Medical Center Home Care Services - Hospice
c/o LHC Group, Inc.
901 Hugh Wallis Road S
Lafayette, Louisiana 70508
Attn: Legal Department – Contracts
Fax: (833) 741-3195
Email: ContractParalegals@lhcgroupp.com

To Contractor:

Anderson County, TN
314 Public Safety Lane
Clinton, Tennessee 37716
Attn: Nathan Sweet, Director
Phone: (865) 457-8609

10.13 Independent Contractors. Neither Party nor its respective personnel, employees, agents, servants, consultants, independent contractors or licensees will be deemed to be an employee of the other Party. Each Party will have direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local withholding requirements pertaining to taxes, workers' compensation, disability, Social Security, unemployment compensation, and other insurance requirements and obligations imposed on an employee for its respective personnel. Neither Party will have responsibility for any incidents of employment of the other's employees. This Agreement does not render either Party the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right of authority by the other Party to assume or create an obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.

10.14 Non-Discrimination. To the extent applicable, the Parties to this Agreement shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

10.15 Use of Name and Trademarks. Neither Hospice nor Contractor shall have the right to use the name, symbols, trademarks or service marks of the other Party in advertising or promotional materials or otherwise without receiving the prior written approval of such other Party.

10.16 Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the Parties, and any such modification or amendment must be in writing and duly executed by the Parties hereto, and shall be attached to, and become a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the day, month and year first written above.

HOSPICE:

**UNIVERSITY OF TN MEDICAL CENTER HOME CARE SERVICES, LLC
D/B/A UNIVERSITY OF TN MEDICAL CENTER HOME CARE SERVICES - HOSPICE**

By: _____
Keith G. Myers, President

CONTRACTOR:

ANDERSON COUNTY, TN

By: _____
Nathan Sweet, Director

EXHIBIT A**FEES FOR TRANSPORTATION SERVICES PROVIDED****Any transports conducted from start of Contract through December 31, 2024**

Basic Life Support – Non-Emergency (A0428)	\$257.66
Advanced Life Support – Non-Emergency (A0426)	\$300.90
Mileage (BLS & ALS) (A0425)	\$8.94 per mile

**Any and all transports after January 1, 2025
(Base rate plus Mileage)****150% of Medicare Fee
Schedule at the time of transport**

Anderson County Government Employee Community Paramedic Course Tuition Agreement

This Agreement is made on 7/25/25 by and between
Mark Brown (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 Anderson County Community Paramedic course, beginning on or about Sep, 2025 and ending on or about Oct, 2025.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is \$895.

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 Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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 to ACEMS by 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 an 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:

gmb12
Signature

MARIC Brown
Print Full Name

Date: 7/25/25

Address: _____

7601 Saddlebrook Dr
Knoxville TN 37938

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 7/29/25

Approved as to Form:

County Law Director

Anderson County Government Employee Community Paramedic Course Tuition Agreement

This Agreement is made on 7/28/25 by and between
Dennis Barnett (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 Anderson County Community Paramedic course, beginning on or about Sept., 2025 and ending on or about Oct., 2025.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is \$895.

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 Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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 to ACEMS by 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 an 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 Burgett
Print Full Name

Date: 7/28/25

Address: 8436 Vessel Lane

Powell, TN 37849

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 7/28/2025

Approved as to Form:

County Law Director

Anderson County Government Employee Community Paramedic Course Tuition Agreement

This Agreement is made on _____ by and between
Brian Rozmus (Employee) and Anderson County Emergency Medical Services
 (ACEMS). [Signature] 7-30-25

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Anderson County Community Paramedic course, beginning on or about SEP, 2025 and ending on or about OCT, 2025.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is \$895.

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 Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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 to ACEMS by 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 an 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.

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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
 Brian Rozmus
 Print Full Name

Date: 7-30-25

Address: 6447 Starhurst Dr.
 Knoxville TN 37921

For Anderson County:


 Nathan Sweet, Director of Emergency
 Medical Services
 Date: 7/30/2025

Approved as to Form:

County Law Director

Anderson County Government Employee Community Paramedic Course Tuition Agreement

This Agreement is made on 7/24/25 by and between
SCOTT THOMAS (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 Anderson County Community Paramedic course, beginning on or about SEP, 2025 and ending on or about OCT, 2025.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is \$895.

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 Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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 to ACEMS by 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 an 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

SCOTT G THOMAS
Print Full Name

Date: 7/24/25

Address: _____

100 E MAGNOLIA LN

CHICK RIDGE TN 37830

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 7/29/25

Approved as to Form:

County Law Director

Anderson County Government Employee Community Paramedic Course Tuition Agreement

This Agreement is made on 07/17/2025 by and between Scott Prosis (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 Anderson County Community Paramedic course, beginning on or about 09/01/2025, 2025 and ending on or about 10/31/2025, 2025.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as a Community Paramedic from the State of Tennessee. ACEMS will not pay for licensing fees, which are considered a separate cost from the class requirements. ACEMS will not pay for more than one testing fee. The course fee total is \$895.

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 Community Paramedic course.
- d. Failure to obtain a state Community Paramedic license, after three attempts of the test and/or after six months from completion of the course.

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 to ACEMS by 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 an 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.

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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:

Scott Prosise
Signature

Scott Alan Prosise
Print Full Name

Date: 7/22/2025

Address: 130 Carrier Lane

Clinton TN 37716

For Anderson County:

Nathan Sweet, Director of Emergency
Medical Services

Date: 07/17/2025

Approved as to Form:

County Law Director



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of August in the year Two Thousand Twenty-Five
(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, TN
100 N Main Street
Clinton, TN 37716-3667

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

Studio Four Design, a Michael Graves Company
18 Emory Place, Suite 100
Knoxville TN 37917
Telephone Number: 865-523-5001
Fax Number: 865-523-5003
for the following Project:
(Name, location and detailed description)

A New Emergency Operations Center
Clinton, TN

The scope of work includes sitework and new construction of a +/- 12,000sf building to be used as an emergency operations command center for Anderson County. Design shall be based on the Concept Design attached as Exhibit A.

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.

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
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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.)

The program is based on the concept design study dated 03/15/2023.

§ 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.)

Project includes new construction and sitework for a 12,200sf building.

§ 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.)

Project Budget shall be based on estimate dated May 29, 2024 attached as Exhibit B. Upon completion of the Design Development Phase, Architect shall obtain a detailed estimate of cost from a construction consultant based on current market conditions. Architect shall review budget with Owner to make any adjustments to the project scope and/or budget prior to completing Construction Documents

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

- .1 Design phase milestone dates, if any:
Commence Design – August, 2025
- .2 Commence Bidding & Permitting:
January/February 2026 – To Be Confirmed
- .3 Construction commencement date:
April/May 2026 – To Be Confirmed
- .4 Substantial Completion date or dates:
(Paragraphs deleted)
April 2027 – To Be Confirmed

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method 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.)

Design – Bid - Build

§ 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.)

Not Applicable

§ 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.)

Terry Frank, Anderson County Mayor
Brice Kidwell, Director Anderson County EMA

§ 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.)

Not Applicable

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

- .1 Audio Video Consultant:

(Paragraphs deleted) TBD

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

Stacy L. Cox, AIA – Principle In Charge
Macy Rudell – Project Manager

§ 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:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

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

Not Applicable

§ 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 One Million Dollars (\$ 1,000,000.00) 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.

§ 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 Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) 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) 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.

§ 3.1.3.1 The Architect shall not commence with a subsequent phase of the project without written consent of the Owner.

§ 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.

§ 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.

(Paragraphs deleted)

§ 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.

§ 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 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.

§ 3.4.4 The Contractor 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.

(Paragraphs deleted)

§ 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.

§ 3.6.4.2.1 The Architect shall review Contractor's Shop Drawings, Product Data, Samples and other submittals only after the Contractor's review has taken place. The Architect's review does not replace the Contractor's responsibility for review of such items.

§ 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.

§ 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 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.)

Architectural interior design shall be provided to include interior space planning and the selection and specification of interior materials and finishes. FF&E design/specification may be provided per Article 4.2 if requested by the Owner

§ 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.)

Audio Visual Consultant shall be provided as a supplemental service selected by Owner

§ 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;
- .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 Monthly (1) visits to the site by the Architect during construction
- .3 One (1) 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 One (1) 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. The aforementioned Additional Services shall be compensated to the Architect by the Contractor if due to Contractor's negligence or delay.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) 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.

§ 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.

(Paragraph deleted)

§

§ 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. The Architect shall assist the Owner in the procurement and administration of these services if requested.

§ 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 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.

§6.1.1 The Owner is responsible for additional Project costs that may be required but are not normally included in the Cost of the Work, such as: Geotechnical and Environmental Investigations; Surveying; Off-site Utilities, Grading and Road Extensions; Landscaping; Furnishings, Fixtures, Equipment; Telephone, Data and Security System Networking; Specialty Consulting; Relocation and Moving Expenses, Legal Fees, Administrative Costs, Regulatory Review, Permitting, Inspection and Approval Costs; Utility Fees; and other similar related fees and costs.

§ 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 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.

§ 6.3.1 The Owner acknowledges and understands that in providing opinions of probable Cost of the Work, the Architect has no control over the cost or availability of labor, equipment or materials; market conditions or a Contractor's method of estimating, and that the Architect's opinions of the probable Cost of the Work are made on the

basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied that the negotiated Cost of the Work will not vary from the Architect's opinion of probable Cost of the Work.

§ 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, 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, and if the bona fide bid exceeds the owners' budget for the Cost of the Work by an amount equal to or less than 10% the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work 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.

§ 6.7.1 If the Owner chooses to proceed under Section 6.6.4, and if the bona fide bid exceeds the Owners' budget for the Cost of the Work by an amount greater than 10%, the Architect shall be provided additional compensation to modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work, or the budget as adjusted under Section 6.6.1. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.1.1 Upon completion of Basic Services, the Architect shall provide the Owner with one (1) copy of the Instruments of Service in both CAD (.dwg) and PDF format via electronic transmission if requested. Instruments of Service requested in other media or electronic file formats shall be considered additional services and provided at a negotiated cost at the time of the request subject to necessary protocols governing the creation and transmission of the Instruments of Services as requested.

§ 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.

§ 8.1.4 The Owner shall make no claim, whether directly, in the form of a third-party claim or for indemnity, against the Architect unless the Owner first provides a written clarification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim, and must also be an active full-time practitioner at the time of the allegation. Owner agrees that the independent design professional's certification is a condition precedent to the Owner's right to institute any judicial proceeding.

§ 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. The 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.

§ 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.)

- ☒ [X] 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 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 Consolidation or Joinder

§ 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.

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 fourteen (14) 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 as agreed upon by the Owner and Architect. 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 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:

None

Init.

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

Payment in full of services rendered to date of completion plus an additional 10% of the total fee paid to date

§ 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.

§ 10.6.1 In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend the performance of its services under this agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect and its employees, agents and Consultants from any and all claims, losses, costs, damages of any nature whatsoever including attorney's fees and costs and expert witness fees arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous or toxic materials.

§ 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

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)

Two Hundred Seventy Five Thousand Dollars (\$275,000.00)

(Paragraphs deleted)

§ 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.)

Civil Engineering shall be provided for a lump sum fee of \$22,000.00
Architectural Interior Design – Included at no additional cost

§ 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.)

To be negotiated as a lump sum or provided on an hourly basis based on the services requested and/or the costs required by any additional services consultants. Hourly rates shall be the Architect or Consultant rates in effect at the time the services are requested.

§ 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 percent (%), or as follows:

(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:

(Row deleted)

Design Development Phase	\$82,500.00	(	30	%)
Construction Documents Phase	\$110,000.00	(	40	%)
Permitting	\$13,750.00	(	5	%)
Bidding Phase	\$13,750.00	(	5	%)
Construction Phase	\$55,000.00	(	20	%)
<hr/>				
Total Basic Compensation	\$275,000.00	(	100	%)

Compensation for Supplemental Services in Section 11.2 shall be billed at intervals appropriate to their level of completion.

§ 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.

§ 11.6.2 Should the Owner's budget for the Cost of the Work be increased by 10% or greater at any time due to the Owner's approval, the Architect shall be entitled to a Basic Services fee increase proportional to the budget increase for any remaining phases of the project that have not been completed at the time the increase in the increase in the budget for the Cost of the Work is approved.

§ 11.6.3 Should the Owner's budget for the Cost of the Work be decreased by 10% or greater prior to the completion of the Construction Documents phase, the Architect's fee shall be decreased proportional to the budget decrease only for any remaining phases of the project that have not commenced at the time of approval for the decrease in budget for the Cost of the Work. If a decrease in the Owner's budget for the Cost of the Work prior to the conclusion of the Construction Documents Phase requires any alterations to the design, the Architect shall be entitled to Additional Services per Article 4 to implement any modifications to the design documents prior to commencing with Design Development and/or Construction Document Phase(s).

§ 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.)*

Billing rates of Architect and Consultants shall be provided if requested by the Owner

Employee or Category	Rate (\$0.00)
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§ 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;
- .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 (items .3, .4, .5) the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One point Two percent (1.20 %) of the expenses incurred.

Mileage shall be reimbursed at a rate equal to the current standard IRS mileage rate at the time incurred. Other reimbursable expenses shall be compensated at the cost incurred without markup.

§ 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.)

Any additional insurance requirements required for the project beyond those outlined in Section 2.5 will be provided as a reimbursable expense to the Owner.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be applied according to the payment schedule referenced in § 11.10.2.1.

(Paragraph deleted)

§ 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 Thirty (30) 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.)

Progress Payment Schedule:

- Design fee for each phase shall be invoiced based on the percent complete at the time of billing.
- Construction Phase payments shall be billed according to the percentage complete of construction as per the Contractor's Application and Certificate for Payment
- Payments for Supplemental Services shall be invoiced as a separate line item based on the percent of work completed for such services.

§ 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 In recognition of the relative risks, rewards and benefits of the Project to both the Owner and Architect and its Consultants, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the total liability of the Architect and its Consultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and its Consultants to the Owner shall not exceed Two Hundred Thousand Dollars (\$200,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 12.2 The Architect agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Owner, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and defense costs caused by or resulting from the negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Architect, its officers, agents, employees and sub-consultants from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and defense costs caused by or resulting from the Owner's negligent acts in connection with the Project and the acts of its contractors, sub-consultants or anyone for whom the Owner is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

§ 12.3 ADA Compliance – The American with Disabilities Act (ADA) provides 1) that is a violation to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements; 2) that alterations to a facility must be made in such a manner that, to the extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgement to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.

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.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- [X] 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.)

Exhibit A – Concept Design 03/15/23

Exhibit B – Project Budget Estimate 05/29/24

- 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

OWNER (Signature)

Terry Frank, Mayor
Anderson County, TN
(Printed name and title)

ARCHITECT (Signature)

Stacy L Cox, AIA
Principal
(Printed name, title, and license number, if required)

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 09:11:28 on 07/29/2025.

PAGE 1

AGREEMENT made as of the First day of August in the year Two Thousand Twenty-Five

...

Anderson County, TN
100 N Main Street
Clinton, TN 37716-3667

...

Studio Four Design, a Michael Graves Company
18 Emory Place, Suite 100
Knoxville TN 37917
Telephone Number: 865-523-5001
Fax Number: 865-523-5003

...

A New Emergency Operations Center
Clinton, TN
The scope of work includes sitework and new construction of a +/- 12,000sf building to be used as an emergency operations command center for Anderson County. Design shall be based on the Concept Design attached as Exhibit A.

PAGE 2

The program is based on the concept design study dated 03/15/2023.

...

Project includes new construction and sitework for a 12,200sf building.

...

Project Budget shall be based on estimate dated May 29, 2024 attached as Exhibit B. Upon completion of the Design Development Phase, Architect shall obtain a detailed estimate of cost from a construction consultant based on current market conditions. Architect shall review budget with Owner to make any adjustments to the project scope and/or budget prior to completing Construction Documents

PAGE 3

Commence Design – August, 2025

.2 Commence Bidding & Permitting:

January/February 2026 – To Be Confirmed

~~.2~~ .3 Construction commencement date:
April/May 2026 – To Be Confirmed

~~.3~~ .4 Substantial Completion date or dates:

~~.4~~ Other milestone dates:

April 2027 – To Be Confirmed

...

Design – Bid - Build

...

Not Applicable

...

Terry Frank, Anderson County Mayor
Brice Kidwell, Director Anderson County EMA

...

Not Applicable

...

~~.1~~ Geotechnical Engineer: Audio Video Consultant:

~~.2~~ Civil Engineer:

~~.3~~ Other, if any:
(List any other consultants and contractors retained by the Owner.)
TBD

...

Stacy L. Cox, AIA – Principle In Charge
Macy Rudell – Project Manager

TBD

...

TBD

...

TBD

...

Not Applicable

...

Not Applicable

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, 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 ~~written~~ 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.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) 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.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) 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) 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 ~~polices-polices~~ 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.

PAGE 6

§ 3.1.3.1 The Architect shall not commence with a subsequent phase of the project without written consent of the Owner.

...

§ 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.

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§ 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-Contractor shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

...

§ 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,
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.

PAGE 9

§ 3.6.4.2.1 The Architect shall review Contractor's Shop Drawings, Product Data, Samples and other submittals only after the Contractor's review has taken place. The Architect's review does not replace the Contractor's responsibility for review of such items.

PAGE 10

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>

§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

PAGE 11

Architectural interior design shall be provided to include interior space planning and the selection and specification of interior materials and finishes. FF&E design/specification may be provided per Article 4.2 if requested by the Owner

...

Audio Visual Consultant shall be provided as a supplemental service selected by Owner

PAGE 12

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. Monthly (1) visits to the site by the Architect during construction
3. One (1) 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. One (1) 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. The aforementioned Additional Services shall be compensated to the Architect by the Contractor if due to Contractor's negligence or delay.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) 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.

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§ 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.

§

§ 5.9 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. The Architect shall assist the Owner in the procurement and administration of these services if requested.

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§6.1.1 The Owner is responsible for additional Project costs that may be required but are not normally included in the Cost of the Work, such as: Geotechnical and Environmental Investigations; Surveying; Off-site Utilities, Grading and Road Extensions; Landscaping; Furnishings, Fixtures, Equipment; Telephone, Data and Security System Networking; Specialty Consulting; Relocation and Moving Expenses, Legal Fees, Administrative Costs, Regulatory Review, Permitting, Inspection and Approval Costs; Utility Fees; and other similar related fees and costs.

...

§ 6.3.1 The Owner acknowledges and understands that in providing opinions of probable Cost of the Work, the Architect has no control over the cost or availability of labor, equipment or materials; market conditions or a Contractor's method of estimating, and that the Architect's opinions of the probable Cost of the Work are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied that the negotiated Cost of the Work will not vary from the Architect's opinion of probable Cost of the Work.

PAGE 15

§ 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, ~~bid,~~ the Owner shall

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, and if the bona fide bid exceeds the owners' budget for the Cost of the Work by an amount equal to or less than 10%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.

§ 6.7.1 If the Owner chooses to proceed under Section 6.6.4, and if the bona fide bid exceeds the Owners' budget for the Cost of the Work by an amount greater than 10%, the Architect shall be provided additional compensation to modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.1.1 Upon completion of Basic Services, the Architect shall provide the Owner with one (1) copy of the Instruments of Service in both CAD (.dwg) and PDF format via electronic transmission if requested. Instruments of Service requested in other media or electronic file formats shall be considered additional services and provided at a negotiated cost at the time of the request subject to necessary protocols governing the creation and transmission of the Instruments of Services as requested.

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§ 8.1.4 The Owner shall make no claim, whether directly, in the form of a third-party claim or for indemnity, against the Architect unless the Owner first provides a written clarification, executed by an independent design professional,

specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim, and must also be an active full-time practitioner at the time of the allegation. Owner agrees that the independent design professional's certification is a condition precedent to the Owner's right to institute any judicial proceeding.

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[X] Arbitration pursuant to Section 8.3 of this Agreement

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§ 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~~ fourteen (14) 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~~ services as agreed upon by the Owner and Architect. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

None

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Payment in full of services rendered to date of completion plus an additional 10% of the total fee paid to date

...

§ 10.6.1 In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend the performance of its services under this agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect and its employees, agents and Consultants from any and all claims, losses, costs, damages of any nature whatsoever including attorney's fees and costs and expert witness fees arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous or toxic materials.

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Two Hundred Seventy Five Thousand Dollars (\$275,000.00)

.2 — Percentage Basis

— *(Insert percentage value)*

— () % 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)*

...

Civil Engineering shall be provided for a lump sum fee of \$22,000.00
Architectural Interior Design – Included at no additional cost

...

To be negotiated as a lump sum or provided on an hourly basis based on the services requested and/or the costs required by any additional services consultants. Hourly rates shall be the Architect or Consultant rates in effect at the time the services are requested.

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Schematic Design Phase		percent-(%)
Design Development Phase	<u>\$82,500.00</u>	percent-(<u>30</u>	%)
Construction Documents Phase	<u>\$110,000.00</u>	percent-(	<u>40</u>	%)
Permitting	<u>\$13,750.00</u>	(	<u>5</u>	%)
Procurement Bidding Phase	<u>\$13,750.00</u>	percent-(	<u>5</u>	%)
Construction Phase	<u>\$55,000.00</u>	percent-(	<u>20</u>	%)

...

Total Basic Compensation	one hundred	percent-(	100	%)
	<u>\$275,000.00</u>			

Compensation for Supplemental Services in Section 11.2 shall be billed at intervals appropriate to their level of completion.

...

§ 11.6.2 Should the Owner's budget for the Cost of the Work be increased by 10% or greater at any time due to the Owner's approval, the Architect shall be entitled to a Basic Services fee increase proportional to the budget increase for any remaining phases of the project that have not been completed at the time the increase in the increase in the budget for the Cost of the Work is approved.

§ 11.6.3 Should the Owner's budget for the Cost of the Work be decreased by 10% or greater prior to the completion of the Construction Documents phase, the Architect's fee shall be decreased proportional to the budget decrease only for any remaining phases of the project that have not commenced at the time of approval for the decrease in budget for the Cost of the Work. If a decrease in the Owner's budget for the Cost of the Work prior to the conclusion of the Construction Documents Phase requires any alterations to the design, the Architect shall be entitled to Additional Services per Article 4 to implement any modifications to the design documents prior to commencing with Design Development and/or Construction Document Phase(s).

...

Billing rates of Architect and Consultants shall be provided if requested by the Owner

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§ 11.8.2 For Reimbursable Expenses (items .3, .4, .5) the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One point Two percent (1.20 %) of the expenses incurred.

Mileage shall be reimbursed at a rate equal to the current standard IRS mileage rate at the time incurred. Other reimbursable expenses shall be compensated at the cost incurred without markup.

...

Any additional insurance requirements required for the project beyond those outlined in Section 2.5 will be provided as a reimbursable expense to the Owner.

...

§ 11.10.1.1 An initial payment of ~~(\$—)~~ 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 applied according to the payment schedule referenced in § 11.10.2.1.

§ 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.

§ 11.10.2.1 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 Thirty (30) 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.)

Progress Payment Schedule:

- % — • Design fee for each phase shall be invoiced based on the percent complete at the time of billing.
- Construction Phase payments shall be billed according to the percentage complete of construction as per the Contractor's Application and Certificate for Payment
- Payments for Supplemental Services shall be invoiced as a separate line item based on the percent of work completed for such services.

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§ 12.1 In recognition of the relative risks, rewards and benefits of the Project to both the Owner and Architect and its Consultants, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the total liability of the Architect and its Consultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and its Consultants to the Owner shall not exceed Two Hundred Thousand Dollars (\$200,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 12.2 The Architect agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Owner, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and defense costs caused by or resulting from the negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Architect, its officers, agents, employees and sub-consultants from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and defense costs caused by or resulting from the Owner's negligent acts in connection with the Project and the acts of its contractors, sub-consultants or anyone for whom the Owner is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

§ 12.3 ADA Compliance – The American with Disabilities Act (ADA) provides 1) that is a violation to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements; 2) that alterations to a facility must be made in such a manner that, to the extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgement to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.

...

- .2 Building Information Modeling Exhibit, if completed: 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.)

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[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A – Concept Design 03/15/23

Exhibit B – Project Budget Estimate 05/29/24

...

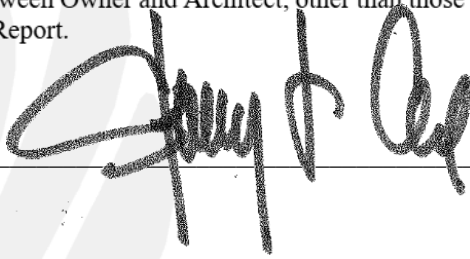
Terry Frank, Mayor
Anderson County, TN

Stacy L Cox, AIA
Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stacy L Cox, AIA, 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 09:11:28 on 07/29/2025 under Order No. 20250119495 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)

Principal

(Title)

August 1, 2025

(Dated)