

Regular Board of Education Meeting

November 22, 2021 6:00 PM

Robert J. Smallridge School Administration Building

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Special Reports/Presentations

A. Good News

B. Volunteer Recognitions

V. Public Forum

VI. Consent Agenda

A. Board Minutes: 10-25-21

VII. Items for Action

A. FY22 Budget Transfer #2 - Second Reading

B. Proposed Budget Timeline for 2022-2023

C. Addition of 1.0 FTE Payroll Specialist

D. Naming of the Jefferson Middle School Library as the Robert Moss Library

E. Board Policy 5.701 Substitute Teachers - First and Second Reading

F. Blue Granite Contract

G. Purchase of 95% Group Intervention Curriculum Package

H. Purchase of Ventrac Tractor and Mowing Deck

I. Head Start Self-Assessment 2021

J. Purchase and Installation of Clinic Casework

VIII. Items for Information

A. Enrollment and Attendance Reports

B. Finance Report

IX. Items for Discussion

A. Board of Education Self-Evaluation

X. Old Business

XI. New Business

XII. Communications

XIII. Adjournment



Oak Ridge Schools

OFFICE OF
Finance Director

Telephone (865) 425-9004

MEMORANDUM

To: Dr. Bruce Borchers, Superintendent of Schools
From: Pat Smith, Finance Director *Pat*
Subject: **FY'22 Budget Transfer #2**
Date: October 18, 2021

The attached FY'22 Budget Transfer #2 includes the following budget transfer requests for Board of Education approval:

- Account transfers of \$885,000 to establish budget for ORHS Track Renovation (\$525,000 Nurses Salary/Benefits, \$360,000 Contingency)
- All other routine budget transfers and revisions from August 18, 2021 through October 18, 2021 (routine transfers, the majority being necessary grant budgetary changes/revisions) for Board Approval

FY 22 FYTD Budget Summary - Budget Transfer #2 & Amendment #2

Fund	FY22 Original Approved Budget	Budget Amendments #1 & #2	Budget Transfers #1 & #2	FY22 Revised & Amended Budget Amounts
Fund 141 (General Fund)	\$ 61,572,213.00		\$ (47,651.44)	\$ 61,524,561.56
Fund 142 (Federal)	\$ 12,266,732.00	\$ 4,294,556.03	\$ 40,860.79	\$ 16,602,148.82
Fund 143 (Food Service)	\$ 2,578,498.00			\$ 2,578,498.00
Fund 145 (Other Education)	\$ 226,395.00		\$ 6,790.65	\$ 233,185.65
Fund 146 (Extended Child Care)	\$ 362,340.00			\$ 362,340.00
TOTAL All Funds	\$ 77,006,178.00	\$ 4,294,556.03	\$ -	\$ 81,300,734.03

Fund 141 Budget Transfers

Fund 141 REVENUES	Account Number	Decrease	Increase
Adjust Consolidated Grant Budgets due to Allocation Changes (To 142)	141 E 44570 000 000 00000 000	\$ 6.68	\$ -
Establish FY22 Carryover for Summer Learning Camp Transportation Grant	141 R 46590 000 939 00000 123	\$ -	\$ 31,246.08
	141 R 46980 000 000 00000 000	\$ 31,246.08	\$ -
Establish FY22 Carryover for Summer Learning STREAM Mini Camps Grant	141 R 46590 000 939 00000 122	\$ -	\$ 20,460.95
	141 R 46980 000 000 00000 000	\$ 20,460.95	\$ -
Establish FY22 Carryover for Summer Learning Bridge Camp Grant	141 R 46590 000 939 00000 121	\$ -	\$ 22,848.22
	141 R 46980 000 000 00000 000	\$ 22,848.22	\$ -
Establish FY22 Carryover for Summer Learning Camp Grant	141 R 46590 000 939 00000 120	\$ -	\$ 182,313.77
	141 R 46980 000 000 00000 000	\$ 182,313.77	\$ -
Establish IDEA-B Grant Additional Allocation (To 142)	141 R 46980 000 000 00000 000	\$ 33,737.50	\$ -
	141 R 445700 000 000 00000 000	\$ 7,116.61	\$ -

Fund 141 EXPENDITURES	Account Number	Increase	Decrease
ORHS Intercession Transportation	141 E 71100 116 000 00000 325	\$ -	\$ 12,000.00
	141 E 72710 312 000 00000 000	\$ 12,000.00	\$ -
Adjust Consolidated Grant Budgets due to Allocation Changes (To 142)	141 E 71900 599 000 00000 000	\$ -	\$ 6.68

Transfer NAKA Funds for Teaching & Learning	141 E 72130 599 000 00052 000	\$	-	\$	9,442.06
 New Staffing Needs	141 E 72210 599 000 00068 000	\$	9,442.06	\$	-

Establish FY22 Carryover for Summer Learning	141 E 72710 312 939 00000 123	\$	30,423.23	\$	-
 Camp Transportation Grant	141 E 72710 412 939 00000 123	\$	822.85	\$	-
	141 E 71900 599 000 00000 000	\$	-	\$	31,246.08

Establish FY22 Carryover for Summer Learning	141 E 71100 116 939 00000 122	\$	14,066.00	\$	-
 STREAM Mini Camps Grant	141 E 71100 201 939 00000 122	\$	872.05	\$	-
	141 E 71100 204 939 00000 122	\$	1,632.43	\$	-
	141 E 71100 212 939 00000 122	\$	203.81	\$	-
	141 E 71100 429 939 00000 122	\$	3,686.66	\$	-
	141 E 71900 599 000 00000 000	\$	-	\$	20,460.95

Establish FY22 Carryover for Summer Learning	141 E 71100 116 939 00000 121	\$	6,526.70	\$	-
 Bridge Camp Grant	141 E 71100 201 939 00000 121	\$	739.36	\$	-
	141 E 71100 204 939 00000 121	\$	4,878.00	\$	-
	141 E 71100 212 939 00000 121	\$	96.41	\$	-
	141 E 72410 104 939 00000 121	\$	9,094.00	\$	-
	141 E 72410 201 939 00000 121	\$	563.83	\$	-
	141 E 72410 204 939 00000 121	\$	818.05	\$	-
	141 E 72410 212 939 00000 121	\$	131.87	\$	-
	141 E 71900 599 000 00000 000	\$	-	\$	22,848.22

Establish FY22 Carryover for Summer Learning	141 E 71100 116 939 00000 120	\$	69,303.50	\$	-
 Camp Grant	141 E 71100 201 939 00000 120	\$	3,615.93	\$	-
	141 E 71100 204 939 00000 120	\$	6,154.28	\$	-
	141 E 71100 212 939 00000 120	\$	845.55	\$	-
	141 E 71100 429 939 00000 120	\$	95,691.57	\$	-
	141 E 72410 104 939 00000 120	\$	5,680.00	\$	-
	141 E 72410 201 939 00000 120	\$	352.16	\$	-
	141 E 72410 204 939 00000 120	\$	588.42	\$	-
	141 E 72410 212 939 00000 120	\$	82.36	\$	-
	141 E 71900 599 000 00000 001	\$	-	\$	182,313.77

Establish IDEA-B Grant Additional Allocation (To 142)	141 E 71900 599 000 00000 000	\$	-	\$	40,854.11
--	-------------------------------	----	---	----	-----------

Transfer for ORHS Track Renovation	141 E 72120 131 000 00000 000	\$	-	\$	414,219.00	
	141 E 72120 201 000 00000 000	\$	-	\$	25,000.00	
	141 E 72120 204 000 00000 000	\$	-	\$	39,000.00	
	141 E 72120 206 000 00000 000	\$	-	\$	1,008.00	
	141 E 72120 207 000 00000 000	\$	-	\$	32,387.00	
	141 E 72120 208 000 00000 000	\$	-	\$	2,189.00	
	141 E 72120 212 000 00000 000	\$	-	\$	6,000.00	
	141 E 72120 217 000 00000 000	\$	-	\$	1,696.00	
	141 E 72120 299 000 00000 000	\$	-	\$	650.00	
	141 E 73401 131 000 00043 000	\$	-	\$	2,851.00	
	1.0 FTE Unused Teacher Contingency	141 E 71900 599 000 00000 001	\$	-	\$	110,000.00
	Remaining FY22 District Contingency	141 E 71900 599 000 00000 002	\$	-	\$	250,000.00
	ORHS Track Renovation	141 E 76100 707 000 00000 441	\$	885,000.00	\$	-

TOTAL				\$ 1,461,040.89	\$ 1,461,040.89
--------------	--	--	--	------------------------	------------------------

Fund 142 Budget Transfers

Fund 142 REVENUES	Account Code	Decrease	Increase
Adjust Consolidated Grant Budgets due to Allocation Changes (Difference from 141)	142 R 47141 000 101 00000 000	\$ 649.00	\$ -
	142 E 47189 000 202 00000 000	\$ -	\$ 85.00
	142 E 47146 000 303 00000 000	\$ -	\$ 553.30
	142 R 47590 000 411 00000 000	\$ -	\$ 17.38
Establish CRESO Budget	142 R 47590 000 000 00000 000	\$ 36,840.74	\$ -
	142 R 47990 000 058 00000 000	\$ -	\$ 36,840.74
Establish IDEA-B Grant Additional Allocation (Difference from 141)	142 R 47590 000 000 00000 000	\$ 30,398.03	\$ -
	142 R 47131 000 802 00000 000	\$ 75,550.11	\$ -
	142 R 47143 000 901 00000 000	\$ -	\$ 146,802.25
Establish 21st Centry Grant Budget	142 R 47147 000 431 00000 000	\$ 5,379.22	\$ -
	142 R 47590 000 000 00000 000	\$ -	\$ 5,379.22

FUND 142 EXPENDITURES	Account Code	Increase	Decrease
Adjust Consolidated Grant Budgets due to Allocation Changes (Difference from 141)	142 E 72130 599 101 00000 000	\$ -	\$ 649.00
	142 E 72210 524 202 00000 000	\$ 85.00	\$ -
	142 E 72210 499 303 00000 000	\$ 553.30	\$ -
	142 E 72210 499 411 00000 000	\$ 17.38	\$ -

	142 E 71300 189 951 00035 000	\$	-	\$	130,000.00
	142 E 71300 212 951 00035 000	\$	-	\$	2,000.00
	142 E 72130 499 951 00035 000	\$	-	\$	1,012,000.00
	142 E 99100 504 951 00000 000	\$	-	\$	65,000.00
Innovative High School Grant Transfers to match ePlan	142 E 71300 116 951 00035 000	\$	152,000.00	\$	-
	142 E 71300 201 951 00035 000	\$	4,000.00	\$	-
	142 E 71300 204 951 00035 000	\$	11,000.00	\$	-
	142 E 71300 399 951 00035 000	\$	25,000.00	\$	-
	142 E 71300 429 951 00000 000	\$	100,000.00	\$	-
	142 E 71300 429 951 00000 090	\$	50,000.00	\$	-
	142 E 72130 524 951 00000 000	\$	10,000.00	\$	-
	142 E 71300 760 951 00000 000	\$	857,000.00	\$	-

	142 E 73300 189 058 00000 000	\$	5,200.00	\$	-
	142 E 73300 201 058 00000 000	\$	644.80	\$	-
	142 E 73300 204 058 00000 000	\$	1,071.20	\$	-
	142 E 73300 212 058 00000 000	\$	150.80	\$	-
	142 E 73300 308 058 00000 000	\$	12,000.00	\$	-
Establish CRESO Budget	142 E 73300 399 058 00000 000	\$	120,000.00	\$	-
	142 E 73300 429 058 00000 000	\$	15,000.00		
	142 E 73300 504 058 00000 000	\$	3,600.00	\$	-
	142 E 73300 524 058 00000 000	\$	3,000.00	\$	-
	142 E 73300 599 058 00000 000	\$	6,000.00	\$	-
	142 E 73300 790 058 00000 000	\$	10,565.94	\$	-
	142 E 71900 000 000 00000 000	\$	-	\$	177,232.74

	142 E 71200 163 901 00000 000	\$	20,000.00	\$	-
	142 E 71200 207 901 00000 000	\$	20,000.00	\$	-
	142 E 71200 725 901 00000 000	\$	26,063.44	\$	-
Establish IDEA-B Grant Additional Allocation (Difference from 141)	142 E 72220 189 901 00000 000	\$	22,697.91	\$	-
	142 E 72220 207 901 00000 000	\$	20,000.00	\$	-
	142 E 72220 499 901 00000 000	\$	2,000.00	\$	-
	142 E 72220 524 901 00000 000	\$	28,000.00	\$	-
	142 E 99100 504 901 00000 000	\$	8,040.90	\$	-
	142 E 71900 000 000 00000 000	\$	-	\$	105,948.14

Establish 21st Centry Grant Budget	142 E 73300 105 431 00015 000	\$	10,000.00	\$	-
	142 E 73300 105 431 00045 000	\$	17,550.00	\$	-
	142 E 73300 116 431 00015 000	\$	30,147.00	\$	-
	142 E 73300 116 431 00045 000	\$	12,387.00	\$	-
	142 E 73300 169 431 00015 000	\$	1,996.75	\$	-
	142 E 73300 169 431 00045 000	\$	1,211.75	\$	-
	142 E 73300 189 431 00015 000	\$	10,002.00	\$	-
	142 E 73300 189 431 00045 000	\$	32,022.00	\$	-
	142 E 73300 201 431 00015 000	\$	3,596.00	\$	-
	142 E 73300 201 431 00045 000	\$	4,279.55	\$	-
	142 E 73300 204 431 00015 000	\$	5,800.00	\$	-
	142 E 73300 204 431 00045 000	\$	5,294.09	\$	-
	142 E 73300 212 431 00015 000	\$	756.00	\$	-
	142 E 73300 212 431 00045 000	\$	915.86	\$	-
	142 E 73300 399 431 00015 000	\$	2,642.92	\$	-
	142 E 73300 399 431 00045 000	\$	2,911.00	\$	-
	142 E 73300 599 431 00015 000	\$	855.00	\$	-
	142 E 73300 599 431 00045 000	\$	855.00	\$	-
	142 E 73300 429 431 00015 000	\$	1,989.80	\$	-
	142 E 73300 429 431 00045 000	\$	2,732.06	\$	-
	142 E 99100 504 431 00015 000	\$	4,578.00	\$	-
	142 E 99100 504 431 00045 000	\$	5,325.00	\$	-
	142 E 71300 000 000 00000 000	\$	-	\$	9,268.15
	142 E 71900 000 000 00000 000	\$	-	\$	148,578.63

TOTAL		\$ 1,840,354.55	\$ 1,840,354.55
--------------	--	------------------------	------------------------

Fund 142 Budget Amendment To Be Presented to City Spring 2022

Fund 142 REVENUES	Account Number	Decrease	Increase
Establish ARP-IDEA B Grant Budget	142 R 47402 000 905 00000 000	\$ -	\$ 247,641.11
Establish ESSER Planning Grant Budget	142 R 47307 000 937 00000 000	\$ -	\$ 150,000.00
Establish Covid 19 Head Start Grant Budget	142 R 47990 000 035 00000 000	\$ -	\$ 33,913.00
Establish ARP Head Start Grant Budget	142 R 47990 000 036 00000 000	\$ -	\$ 134,823.00
Establish TN ALL Corps Grant Budget	142 R 47401 000 938 00000 000	\$ -	\$ 181,300.00

Fund 142 EXPENDITURES	Account Number	Increase	Decrease
Establish ARP-IDEA B Grant Budget	142 E 71200 116 905 00000 000	\$ 20,466.00	\$ -
	142 E 71200 599 905 00000 000	\$ 111,000.00	\$ -
	142 E 71200 725 905 00000 000	\$ 50,000.00	\$ -
	142 E 72200 355 905 00000 000	\$ 5,000.00	\$ -
	142 E 72220 524 905 00000 000	\$ 50,000.00	\$ -
	142 E 99100 504 905 00000 000	\$ 11,175.11	\$ -
Establish ESSER Planning Grant Budget	142 E 72210 399 937 00000 000	\$ 150,000.00	\$ -
Establish Covid 19 Head Start Grant Budget	142 E 73300 399 035 00043 000	\$ 25,000.00	\$ -
	142 E 73300 429 035 00043 000	\$ 8,913.00	\$ -

Establish ARP-IDEA B Grant Budget	142 E 73300 116 036 00043 000	\$ 55,010.82	\$ -
	142 E 73300 163 036 00043 000	\$ 31,554.84	\$ -
	142 E 73300 201 036 00043 000	\$ 5,403.99	\$ -
	142 E 73300 204 036 00043 000	\$ 3,467.60	\$ -
	142 E 73300 206 036 00043 000	\$ 59.83	\$ -
	142 E 73300 207 036 00043 000	\$ 4,014.00	\$ -
	142 E 73300 208 036 00043 000	\$ 173.42	\$ -
	142 E 73300 212 036 00043 000	\$ 1,263.75	\$ -
	142 E 73300 299 036 00043 000	\$ 51.75	\$ -
	142 E 73300 399 036 00043 000	\$ 25,000.00	\$ -
	142 E 73300 429 036 00043 000	\$ 8,823.00	\$ -

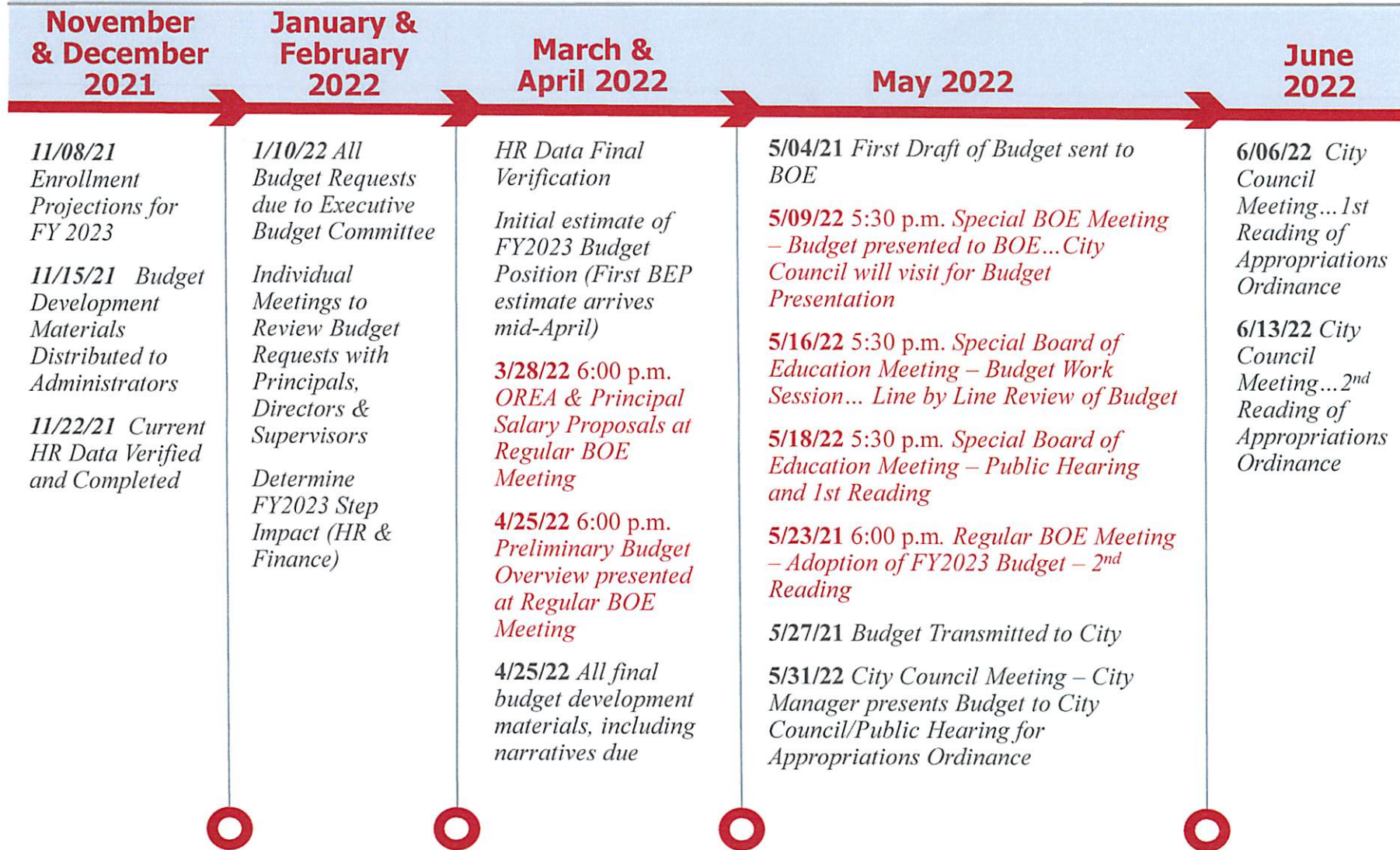
Establish TN ALL Corps Grant Budget	142 E 72210 189 938 00000 000	\$ 153,680.00	\$ -
	142 E 72210 201 938 00000 000	\$ 9,528.16	\$ -
	142 E 72210 204 938 00000 000	\$ 15,829.04	\$ -
	142 E 72210 212 938 00000 000	\$ 2,228.36	\$ -
	142 E 72210 429 938 00000 000	\$ 34.44	\$ -

TOTAL		\$ 747,677.11	\$ 747,677.11
--------------	--	----------------------	----------------------



Budget Development Timeline...

Fiscal Year 2022-2023



Superintendent's Budget Committee Meetings Occur Throughout Budget Development Process

Revision Date 11/8//2021



Oak Ridge Schools

OFFICE OF
Finance Director

Telephone (865) 425-9004

MEMORANDUM

To: Dr. Bruce Borchers, Superintendent of Schools

From: Pat Smith, Finance Director

Subject: Addition of 1.0 FTE Position - Payroll Specialist

Date: November 8, 2021

After analysis of our department structure in relation to current operation requirements, I am requesting to add one additional FTE Payroll Specialist position in the Business Services Office. Numerous factors contribute to the additional job responsibilities and need for the addition of this position (outlined in Appendix 1). This additional FTE will promote more effective and efficient payroll operations while continuing to provide excellent customer service to our employees.

While our current Payroll Specialist does an outstanding job and is to be commended for handling an overwhelming list of increasing payroll responsibilities, a review of the current workload involved in all the intricacies and expanded operations of the payroll processing duties support the need for an additional FTE. Annually, 18,225 payroll payments are made to 950 individuals, totaling \$62,370,000 (payroll is approximately 81% of the District's \$77M annual budget).

The additional 1.0 FTE position as proposed will not impact the FY22 fiscal services budget (due to attrition and open positions). By adding this FTE, the District's payroll responsibilities will be more effectively supported and maintain the structure, employee customer service, safety, security, and reliability of the payroll processes involved.

Our department's mission continues to be safeguarding the District's financial integrity, while simultaneously accommodating the needs of students, staff, administrators, the Board of Education, State, Local, and Federal Government Agencies, and our community. We endorse sound financial stewardship of District resources to enhance educational excellence.

Numerous factors contribute to the additional payroll responsibilities and support the addition of this position, including:

- **Significant increase in number of manual payroll payment processing paper requests (not contracted).** Contributing factors include:
 - Tutoring
 - After school programs,
 - AVID program
 - Overtime
 - Intercession
 - Supplements
 - Coaches
 - Long-term and regular substitutes
 - Temporary positions
 - Increase in staffing changes/turnover

These manual payroll items are a time consuming process that requires great precision to ensure employees are paid accurately and the District complies with all State, Federal, and local regulations. Payrolls for additional grant positions, including after-school tutoring, intercession and summer programs (District currently has 28 grants that add to these manual payroll requests)

- **Retirement Benefits and Deductions** – State changed from two retirement plans (certified and non-certified) to four retirement plans (Hybrid and Legacy for both certified and non-certified)... plus two additional categories for federal employees. These all require separate transactions for TCRS, 401K Plan, and separate reporting and calculations for federal grant employees.
- **State addition of a voluntary 401K Program for District employees**, which is in addition to District's 403B Plan.
- **Phishing emails, payroll and direct deposit scams** are on the increase and require additional scrutiny
- Federal, State and Local regulations misclassification can result in significant penalties to the District
- Provide additional employee information security - highly sensitive data is handled, such as bank account, social security information, home address, pay information, etc.
- **Increase the District's Internal Control Compliance requirements for payroll functions including:**
 - Provide additional time for required auditing and process review procedures
 - Ensure appropriate position backup requirements are established
 - Confirm accuracy of federal reporting information and requirements for W2's, 941's, Employee Retirement, 401K and 403B deductions
 - Create a shared responsibility of processing payroll tasks on a year-round basis between two employees



200 Fairbanks Road
Oak Ridge, TN 37830-7030

Phone: 865-425-9301 Fax: 865-425-9339

Vision

Every student prepared for college, career, and life success.

November 10, 2021

Dr. Borchers,

The Jefferson Middle School community would like to propose naming our school library as the *Robert Moss Library* in honor of a treasured educator that served as a teacher and administrator in Oak Ridge Schools.

Born and raised in Knoxville and educated at the University of Tennessee, Robert Moss joined the Oak Ridge Schools in 1966 as a Social Studies teacher at Oak Ridge High School. He served as the assistant principal of Jefferson Junior High School from 1968-1973. In 1974, he became Jefferson's principal, a position that he held until his retirement in 2000. During his thirty-three years of leadership and service in the Oak Ridge Schools, the system became one of the top school districts in the State of Tennessee, the Southeast region, and the United States.

A teacher, lifelong learner, book lover, and leader at heart, Mr. Moss inspired an entire generation of Jefferson students and teachers to academic excellence. He strongly supported the Jefferson Middle School Library as a place of exploration, inquiry, and scholarship. His legacy continues to shape Jefferson students and teachers today.

We believe that this will honor his legacy in education and continue to place emphasis on the importance of education and character that we hope to instill in our students every day.

Respectfully,

Mr. Phil Cox

Principal

Mission Statement

Provide an adaptive and challenging learning environment and instruction that prepares each student for excellence in education and the workplace, while cultivating integrity, responsibility and a sustained passion for continued learning.

Oak Ridge Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 09/25/17
		Rescinds:	Issued: 09/25/17 01/26/15

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies
2 until a licensed teacher is available.^{1,2} Substitute teachers may be employed and paid directly by the
3 ~~b~~Board of ~~e~~Education or by a third-party ~~public or private~~ employer through an agreement between such
4 third-party employer and the ~~b~~Board of ~~e~~Education.

5 Substitute teachers employed by third-party entities shall be subject to the same unemployment benefit
6 eligibility conditions as substitute teachers employed directly by the ~~b~~Board of ~~e~~Education.²

7 APPLICATION/QUALIFICATIONS

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be
10 hired.⁴

11 Qualifications for substitute teachers shall be determined by the ~~-~~ ~~S~~uperintendent of ~~s~~Schools in
12 compliance with board policy, state laws and State Board of Education rules and regulations.

13 A list of substitute teachers will be prepared by the ~~h~~Human ~~r~~esources ~~e~~Office who will maintain files
14 which may include transcripts, credentials, recommendations and other pertinent information.

15 COMPENSATION

16 If employed directly by the board of education, the compensation of substitute teachers shall be deter-
17 mined annually by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
20 after July 1, 2011 through July 1, 2016.⁵

21 LICENSURE CERTIFICATION

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substi-
23 tute teacher must possess a teaching license certificate with endorsement in the discipline(s) to be taught
24 or shall be a retired teacher that held the appropriate endorsement.^{5,6} When substituting for a teacher ~~in~~
25 this capacity without sick leave, the substitute shall be licensed certified and paid according to the state
26 salary schedule.¹

1 Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement ben-
 2 efits,¹ and may substitute for additional days if the Superintendent certifies in writing to the ~~State Board~~
 3 ~~of Education~~Division of Retirement that no other qualified personnel are available to substitute teach.⁷

4

5 **EMERGENCY NEEDS**

6 Any district personnel may serve as substitute teachers in emergency situations. Emergency use shall be
 7 defined as less than a full day due to the regular or substitute teacher being unable to arrive on time or
 8 remain for the full day.

9 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
 10 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
 11 for both positions at the same time.

12 **TRAINING AND ORIENTATION**

13 The ~~s~~Superintendent of ~~s~~Schools and/or designee shall be responsible for ensuring that there are
 14 appropriate training and development programs for substitute teachers.

15 **RESPONSIBILITIES**

16 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not lim-
 17 ited to, bus duty and playground supervision.

18 **RE-EMPLOYMENT/TERMINATION**

19 On an annual basis, the ~~s~~Superintendent of ~~s~~Schools and/or designee, with input from the principals,
 20 shall determine which substitute teachers performed at an acceptable level. Substitute teachers who
 21 performed below an acceptable level shall not be re-employed.

22 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
 23 the principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

1. ~~TRR/MS 0520-1-2-.04 (6)~~
2. ~~TCA 49-5-709~~
3. ~~TCA 49-5-413(a)(2)~~
4. ~~TCA 49-2-203(a)(15)~~
5. ~~Public Acts of 2017, Chapter No. 387~~
6. ~~TCA 49-3-312; TRR/MS 0520-1-2-.04(6)(b)~~
7. ~~Public Acts of 2017, Chapter No. 287~~

Legal References

Cross References

1. [TRR/MS 0520-01-02-.04\(5\)](#)
2. [TCA 49-5-709](#)
3. [TCA 49-5-413\(a\)\(2\)](#)
4. [TCA 49-2-203\(a\)\(15\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\); TRR/MS 0520-01-02-.04\(5\)\(b\)](#)
7. [TCA 8-36-805](#)

[Background Investigations 5.118](#)



MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education
DATE: 11/22/21
SUBJECT: BlueGranite Statement of Work

Oak Ridge Schools is adopting the Microsoft Power BI platform for enterprise reporting. To optimize its use in our organization, we will contract with BlueGranite to assure successful roll-out of this strategic initiative. This professional services proposal leverages BlueGranite's framework for Power BI deployment and user engagement. This proven approach includes guidance on governance, platform administration, deployment approaches, solution implementation, and training.

Federal funds for this purchase are included in the approved ESSER Planning Grant per the attached budget overview.



ePlan Home
Administer
Search
Inbox
Planning
Monitoring
Funding
Data and Information
Reimbursement Requests
Project Summary
LEA Document Library
Address Book
TDOE Resources
Help for Current Page
Contact TDOE
ePlan Sign Out

McFall, Elizabeth

Production
Session Timeout
00:29:10

Budget Detail

Oak Ridge (012) Public District - FY 2022 - ESSER Planning Grant - Rev 1 - ESSER Planning Grant

[Return](#)

Filtering - 4 out of 4 Budget Details match selected filters

Show All / Clear All

Account Number	Line Item Number	Location Code	Tags	Narrative
All	All	All	No Options Selected	No Options Selected

[Download Budget Data](#)

<< First < Previous | 1 | Next > Last >> Items 1-4 out of 4

Items/Page: 10

Budget Detail	Narrative Description
<p>Account Number: 72210 - Support Services/Regular Instruction Program</p> <p>Line Item Number: 399 - Other Contracted Services</p> <p>Services: Planning for Data Collection and Mo...</p> <p>Optional Program Code:</p> <p>Location Code: Oak Ridge (012)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$68,000.00"/></p> <p>Line Item Total: <input type="text" value="\$68,000.00"/></p> <p>Account Number: 72210 - Support Services/Regular Instruction Program</p> <p>Line Item Number: 399 - Other Contracted Services</p> <p>Services: Planning for Data Collection and Mo...</p> <p>Optional Program Code:</p> <p>Location Code: Oak Ridge (012)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$37,000.00"/></p> <p>Line Item Total: <input type="text" value="\$37,000.00"/></p> <p>Account Number: 72210 - Support Services/Regular Instruction Program</p> <p>Line Item Number: 399 - Other Contracted Services</p> <p>Services: Stakeholder Engagement</p> <p>Optional Program Code:</p> <p>Location Code: Oak Ridge (012)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$25,000.00"/></p> <p>Line Item Total: <input type="text" value="\$25,000.00"/></p> <p>Account Number: 72210 - Support Services/Regular Instruction Program</p> <p>Line Item Number: 399 - Other Contracted Services</p> <p>Services: Planning for Data Collection and Mo...</p> <p>Optional Program Code:</p> <p>Location Code: Oak Ridge (012)</p>	<p>Hoonuit - Powerschools to move data into reports and dashboards for community facing data. Powerschools provides separate billing hours dependent upon the connectors and signatures needed for each new data file. Current scope of work will be included in the attachments, however we believe additional funds will be needed to complete the full data project.</p> <p>\$37,000 - Blue Granite quick start and training for MS Power BI -Tool used for data dashboards and district/school level scorecards.</p> <p>CGI Communications: 2-year Agreement 1. Full Online Enhancement & Reputation Development - \$6,495 - 2nd year renewal: \$5,000 for continued Next services 2. :90 seconds of video w/ aerial videography - \$11,995 value - Can be shot in fall after return to classes Bundled Pricing: \$3,995 discount COVID Pricing: \$3,000 & \$3,000 discount applied per service</p> <p>Consulting for data verification, data analysis, dashboard set-up. Phase 2 of work (see scope of work) 5,000 Phase 3 of work (see scope of work) 4,000 Private educational consultant: Jim Hundertmark Additional funds for completion phases - not yet determined scope of work but will require consultation with Hoonuit/Powerschools dashboard - \$11,000</p>

Quantity:
Cost:
Line Item Total:

Total for filtered Budget Details:
Total for all other Budget Details:
Total for all Budget Details:
Adjusted Allocation:
Remaining:

[TN.gov Directory](#) | [Web Policies](#) | [Accessibility](#)

TN Department of Education | Andrew Johnson Tower | 710 James Robertson Parkway | Nashville, TN 37243 | (629) 395-4684 | ePlan.Help@tn.gov

Session Timeout
00:29:10

OAK RIDGE SCHOOLS

Microsoft Power BI Statement of Work

THIS BLUEGRANITE STATEMENT OF WORK AGREEMENT ("Agreement" or "SOW") is entered into on October 7, 2021 (the "Effective Date") between BlueGranite, Inc. ("BlueGranite"), with its principal place of business located at 7950 Moorsbridge Rd, Portage, Michigan, 49024 and the Oak Ridge Board of Education ("Client" or "Oak Ridge Schools") located at 304 New York Ave Oak Ridge, TN 37830.

If no MSA exists, the Standard Terms and Conditions listed in Exhibit A will apply.

WHEREAS, BlueGranite is engaged in I.T. consulting services, specifically, the design, build, deployment, and support of data and analytics solutions (the "Services") and Client desires to engage BlueGranite to provide to it a training workshop related to these Services for Microsoft Power BI.

NOW THEREFORE, BlueGranite and Client agree as follows:

1. Scope of Services

Oak Ridge Schools is adopting the Microsoft Power BI platform for enterprise reporting and seeks assistance in optimizing its use in the organization.

To assist Oak Ridge Schools with this strategic initiative, BlueGranite proposes a professional services engagement leveraging BlueGranite's framework for Power BI deployment. This proven approach includes guidance on governance, platform administration, deployment approaches, solution implementation, and training.

Power BI Platform Deployment

Activities	Deliverables	Timing
Modern Business Intelligence Vision	Findings and Recommendations Document (Advisory)	2 days

The purposes for this collaborative information gathering session include:

- Understand the current state and desired future state of business intelligence, including Power BI.
- Uncover specific opportunities, concerns, and challenges related to an enterprise-wide Power BI implementation.
- Provide BlueGranite adequate information to create a tailored summary of recommendations.

The key activities for this session include in-person or remote collaborative workshop sessions on the following topics:

- Strategy, Goals, and Current State
- Data Culture and Governance
- Technical Considerations and Administration

- Implementation Considerations
- Security and Compliance
- User Support and Resources
-

Power BI QuickStart Solution Development

Targeted expansion and development of Executive scorecard using district metrics, attributes, and measures currently in Excel and Skyward.

Report development capturing data in reports / visuals, conduct review sessions with key stakeholders.

Review and implementation of select use cases or features such as security, subscriptions, workspace management, visual theming, and data refresh.

Activities

- Model and report design sessions
- Security review & considerations
- Create sample theme file and Power BI template
- Model development
- Report development up to 2 reports, up to three pages each, two iterations
- Report Validation and quality assurance

Deliverables

- Model & report diagrams
- Sample PBIT file
- Power BI model
- Power BI report PBIX file
- Deployed dataset(s) and report(s)

Power BI Training

Activities	Deliverables	Timing
Power BI Foundations Training <ul style="list-style-type: none"> • Reporting • Data Modeling / DAX 	<ul style="list-style-type: none"> • Instructor-led training • Training materials (PDF) 	4 half-day sessions over 2-4 days

Additional Details

Power BI Foundations - Reporting Fundamentals

- Module 1: Overview of Power BI
- Module 2: Components of the Power BI Desktop
- Module 3: Authoring Reports
- Module 4: Interacting and Filtering
- Module 5: Report Layout and Design
- Module 6: Drilling into the Details

- Module 7: PowerBI.com
- Module 8: Resources

Power BI Foundations - Data Modeling Fundamentals

- Module 1: Acquiring Data
- Module 2: Refining the Model
- Module 3: Data Modeling
- Module 4: DAX
- Module 5: Additional Concepts and Best Practices
- Module 6: Resources

2. Timeframe and Work Schedule

Engagement will be delivered by 1-2 team members over approximately 6-8 weeks.

BlueGranite expects to start the engagement within 30 days of signature, with initial kickoff and schedule set by mutual agreement between BlueGranite and Client.

3. Engagement Cost and Payment Terms

BlueGranite is being hired for a fixed fee of \$10,500 for the Modern Business Intelligence Vision workshop and Power BI Training (Foundations). BlueGrantite is being hired for time and material for the Power BI Quickstart in an amount not to exceed \$26,500 paid in U.S. Dollars to perform the Services. Client will be sent invoices based on the following schedule. Invoice payment terms are based on Standard Terms and Conditions.

Milestone	Amount	Invoice
Modern Business Intelligence Vision Workshop	\$3,000	Upon Completion
Power BI Training (Foundations)	7,500	Upon Completion
Power BI Quickstart	\$26,500	Monthly (T&M)
Totals	\$37,000	

BlueGranite will assign team members of the appropriate experience level for the completion of each task required to deliver the solutions and services described in this SOW in a timely manner. The following time and material rates will be used for the individuals assigned to the Power BI Quickstart by experience level:

Role	Hourly Rate
Solution Consultant	\$165
Senior /Specialist Consultant	\$185

4. Term and Termination

The term of the Agreement will begin on the Effective Date and continue until delivery. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay BlueGranite for the pro-rated fee for the Services delivered up until the termination date. The parties may amend this Agreement upon mutual agreement by the parties in writing.

5. Primary Contact

For purposes of the notice requirements and invoices in this Agreement, the Client's Primary Contact is Dr. Kelly Williams who can be reached at (865) 425-9016 and kmwilliams@ortn.edu. BlueGranite's primary contact is Mike Depoian who can be reached at (248) 613-7564 and mdepoian@bluegranite.com.

6. Terms in this Agreement Prevail

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement executed between the parties, the terms and conditions of this Agreement shall control for purposes of the subject matter described herein.

7. Assumptions and Out of Scope Items

The following Assumptions are critical to the accuracy and validity of the overall estimates of effort, time, schedule, and budget pertaining to the activities and deliverables described in this SOW. All such statements are made in good faith, and BlueGranite will work directly with Client to ensure successful delivery of the engagement, and to remediate or accommodate any exceptions, unexpected deviations, or challenges to the below, but may present a change to scope, schedule, or budget as a direct result of such a deviation.

I. Project Plan, Estimates, and Assumptions

- i. BlueGranite and Client will review the estimates and timeline given to Client and validate and mutually agree upon proposed updates to schedule, estimates, and project plan as appropriate based upon completion of Topic 1

II. Environment and Access

- i. BlueGranite staff will be granted access and permissions necessary to complete all tasks outlined in the scope and estimate of effort, and access will be available from kickoff through duration of the engagement
- ii. BlueGranite will be able to remotely access the development environment and all necessary applications, data sources, and accounts
- iii. Client will be responsible for the provisioning of any hardware and/or virtual servers, if any, as well as configuration of associated production-level services such as backups, auditing, high-availability, disaster recovery, etc.

- iv. Client will be responsible for licensing all software used in the development of the solution
- v. Baseline Client Azure environment will be provisioned in advance of the engagement including networking and Azure Resource Groups. BlueGranite will be given Owner rights on the Azure Resource Groups for this project

III. Client Personnel

- i. Client will provide a project owner who will make decisions regarding deliverable priorities, assist in removing blocking issues, and make key project decisions
- ii. Client will provide subject matter expertise for data sources in scope to assist the BlueGranite team with development activities especially during iterative development
- iii. Client will ensure availability from appropriate end-users to participate in iterative development review sessions as needed
- iv. Client will be responsible for validation and quality assurance

IV. Project Details

- i. Use of Power BI custom visuals will be limited to those currently available in Microsoft's AppSource; creation of new custom Power BI visuals is not in scope

8. IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Oak Ridge Board of Education

BlueGranite, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS OF BLUEGRANITE, INC.

(Training Services)

The following Standard Terms and Conditions are incorporated by reference into the Statement of Work (the “**Agreement**”) between BlueGranite, Inc., a Michigan corporation (“**BlueGranite**”), and the Oak Ridge Board of Education (hereinafter “**Client**”).

1. **No Additional Terms.** No additional or different terms offered by Client shall be or become part of this Agreement or any other agreement between Client and BlueGranite, and any such additional or different terms are hereby rejected. Neither the Agreement nor these Standard Terms and Conditions may be amended except by a written amendment signed by both parties. All capitalized terms shall have the same meaning as contained in the Agreement, unless defined herein.
2. **Payment Terms.** Unless otherwise noted in the Agreement, Client will be invoiced upon completion of the Services performed by BlueGranite. The invoice will describe the Services provided. All invoices are due upon receipt. All past due amounts will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.
3. **Ownership of Intellectual Property.**
 - A. Client retains the exclusive rights to all trademarks, service marks, copyrighted material, confidential and proprietary information and other intellectual property which it provides to BlueGranite to complete the Services.
 - B. For Training Services; All training material (including but not limited to presentation decks, pdf files, sample files and exercises/labs material) (collectively referred to as “**Training Material**”) is owned exclusively by BlueGranite. All intellectual property rights in the Training Material, including the design, graphics and text of all written material and the audio of all training sessions, webinars and podcasts, are owned exclusively by BlueGranite. Client is granted a non-exclusive, non-transferable, revocable license to use the Training Material solely with its own employees and not for any other commercial purpose. No Training Material may be copied, reproduced, uploaded, or otherwise made available to any person who is not an employee of Client who participated in the training provided by BlueGranite, without BlueGranite’s prior permission. Any such use is strictly prohibited and will constitute an infringement of BlueGranite’s intellectual property rights.
 - C. For Power BI Deployment Services; “BlueGranite Core Technology” means all tangible and intangible property, including but not limited to source code, object code, data, data structures, configurations, know-how, methods, designs, templates, documentation, and all intellectual property rights in each of the foregoing, that were or are developed or otherwise created or acquired by BlueGranite (a) before the effective date of this Agreement, (b) after the effective date of this Agreement but outside the scope of the work to be performed, or (c) in the course of performing work under this Agreement when the work product comprises an improvement or modification to BlueGranite Core Technology, whether or not such improvement or modification relates to deliverables or services hereunder, provided that such improvement or modification does not incorporate Client’s confidential information or infringe Client’s intellectual property. Notwithstanding any other provision of this Agreement or any other agreement, BlueGranite is and will remain the sole and exclusive owner of all right, title and interest in and to BlueGranite Core Technology and all intellectual property rights therein.
 - D. Except for BlueGranite Core Technology, Client retains the exclusive rights to all work product for the Deliverables, including but not limited to all programming code, images, processes, methods, forms, procedures, data formats, data gathering and retrieval systems

and methods, program names, designs and manuals and other proprietary material (“Work Product”), except Work Product that was created by BlueGranite prior to this Agreement.

- E. BlueGranite grants to client a global, perpetual, irrevocable, fully paid, non-exclusive transferrable license to use all BlueGranite’s Core Technology contained in the deliverables for the Client’s own benefit and not for other commercial exploitation.

4. Confidential Information; Non-solicitation.

- A. All information received from a party to this Agreement shall be kept by the recipient party as strictly confidential, and shall not be used by the recipient party other than as contemplated by this Agreement. BlueGranite will protect the personally identifiable information of Client’s users and students against unauthorized disclosure in accordance with applicable law. “Confidential Information” includes without limitation information about students which is protected under federal and/or state law including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), as well as all applicable Tennessee state privacy laws.
- B. The parties agree that, without the other party’s prior written consent, they will not, for a period of two (2) years after the date of the Agreement directly or indirectly, solicit for employment or employ or contract any person who is now employed by the other party; provided however, that BlueGranite shall not be prohibited from: (a) employing any such person who contacts BlueGranite on his or her own initiative and without any direct or indirect solicitation by BlueGranite; or (b) conducting generalized solicitations for employees or contractors (which solicitations are not specifically targeted at Client’s employees) through the use of media advertisements, professional search firms or otherwise.

5. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY TENNESSEE LAW, BLUEGRANITE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES WHATSOEVER, NOR FOR ANY SUM IN EXCESS OF THE PAYMENTS RECEIVED DURING ANY 6 MONTH PERIOD FOR THE SERVICES DIRECTLY GIVING RISE TO THE LIABILITY.

- 6. **Miscellaneous.** Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto. This Agreement shall be governed in accordance with the laws of the state of Tennessee, without reference to its conflict of laws principles. The Agreement together with these Standard Terms and Conditions and any attachments referenced therein, constitute the entire agreement between the parties with respect to its subject matter, and supersede all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. If any provision of this Agreement, or the Standard Terms and Conditions, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each invalid provision of this Agreement shall be revised to the least degree necessary to make the provision valid and enforceable to the fullest extent permitted by law. Individuals executing this Agreement on behalf of an entity represent that they are duly authorized to execute this Agreement on behalf thereof. This Agreement may be executed in one (1) or more counterparts, each of which shall

be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF), which shall be deemed originals.



Oak Ridge Schools
TEACHING AND LEARNING

MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education
DATE: 11/22/21
SUBJECT: 95% Group Intervention Package

Oak Ridge Schools is adopting the suite of professional development, instructional materials, and diagnostic assessments published by the 95% Group Inc. The purchase of this package will support teachers in improving reading achievement in the elementary grades.

Federal funds for this purchase are included in the approved ESSER 3.0 Grant as high-quality curricular intervention materials in the amount of \$30,847.10.



95 Percent Group Inc.
475 Half Day Road
Suite 350
Lincolnshire, IL 60069

Phone: 847-499-8200
Fax: 847-793-0033
www.95percentgroup.com

Contract Number: TN1061-0000-2021-10-26-C

October 26, 2021

Melanie Kosko
K-8 Literacy Coordinator
Oak Ridge School District
304 New York Ave
Oak Ridge, TN 37830
mkosko@ortn.edu
865-228-8104

Dear Melanie Kosko,

We are pleased to have this opportunity to propose support of Oak Ridge Schools in the implementation of professional development and materials to assist teachers in improving reading achievement. Enclosed with this letter is a proposal that outlines a recommended professional development plan, as well as a consulting agreement to sign to book this engagement.

Please review each of the enclosed documents carefully and let me know if you have any questions or if any changes are needed. In order to hold the dates for this engagement, please return the signed contract by November 5, 2021. Should a situation arise that requires more time, please contact me to make further arrangements.

When you are ready to complete the agreement, please sign it, scan it, and email it to mcarpizo@95percentgroup.com. The contract has already been counter-signed by an authorized representative of our company so please keep a copy of the signed contract by both parties in your files. If your district issues purchase orders, please return it along with your contract.

Thank you for the opportunity to provide this proposal. We look forward to working with Oak Ridge Schools.
Sincerely,
Rebecca W. Hughes

Rebecca W. Hughes
Regional Account Executive
847-496-9242
rhughes@95percentgroup.com

Education Consulting and
Professional Development

95% of students reading at grade
level . . . an achievable goal



Exhibit A

Proposal Prepared for

**Oak Ridge Schools
By 95 Percent Group Inc.**

October 26, 2021

Table of Contents:

Table 1 – Professional Development SchedulePage A-1

Table 2 – Product and Services BudgetPage A-2

Appendix 1 – Description of Products and ServicesPages A-3 to A-7

CONFIDENTIAL

For Use of Oak Ridge Schools Personnel Only

Exhibit A – Table 1

**Professional Development Schedule
for
Oak Ridge Schools**

95 Percent Group Inc. will provide the following professional development as outlined below:

Date	Time	Topic	Expected Number of Participants*	Grade Level(s)	Training Location
1-20-22	8:00-3:00 PM EST	PDP18020 Onsite LIG Training K-1 Onsite	TBD	Interventionists	304 New York Ave Oak Ridge, Tennessee 37830

*Up to 50 participants per workshop. All participants are employees of Oak Ridge Schools. Permission from 95 Percent Group is required for all other participants. A fee of \$1,000 will be assessed if the number of participants exceeds the stated maximum without prior written permission.

Exhibit A – Table 2 Product & Services Budget

Products will be invoiced when shipped.
Professional Development will be invoiced monthly after services are completed.



Company Address	475 Half Day Road Ste. 350 Lincolnshire, Illinois 60069 United States	Created Date	10/21/2021
		Expiration Date	11/30/2021
		Quote Number	00022839
Prepared By	Rebecca Hughes	Contact Name	Melanie Kosko
Phone	(847) 496-9242	Phone	865-228-8104
Email	rhughes@95percentgroup.com	Email	mkosko@ortn.edu
Bill To Name	Oak Ridge School District	Ship To Name	Oak Ridge School District
Bill To	Po Box 6588 Oak Ridge, Tennessee 37831 United States	Ship To	304 New York Ave Oak Ridge, Tennessee 37830 United States
Description	<p>4 schools Intervention Materials PASI and PSI Diagnostics: 1 time school site lic. purchase for life PA Deluxe: K/1 Blending: 1 copy Basic, Adv. and Multi Phonics Lesson Library: school site purchase with everything needed for that skill and lesson Chip Kits: 1 of each now and the grade levels are below: Basic Chip kit: 1/2/3/4 Adv. Chip kit: 2/3/4</p> <p>Multisyllable Chip kit 3/4: 1 copy Comprehension 3/4: 1 copy Vocabulary Surge A: 3/4: 1 copy Playlist subscriptions for 1 year: PA, PLL, MSRC, COMP PD Options Day 1 K-1 Lig</p> <p>Please let me know if there are any changes that need to be made. The school-wide materials will benefit all classrooms and intervention classes.</p>		

benefit all classrooms and intervention classes.
 Thanks so much!
 Rebecca

Product Description	Product	Sales Price	Quantity	Total Price
Phonological Awareness Screener for Intervention (PASI) Version 3.1	PA0104	\$495.00	4.00	\$1,980.00
Phonological Awareness Deluxe Package	PA1504	\$390.00	4.00	\$1,560.00
PA Video Playlist	PA1701	\$55.00	1.00	\$55.00
Phonics Screener for Intervention (PSI) School Site License - Version 3.0 - Includes 1 copy of the PSI Student, to be shipped out separately.	PH0119	\$495.00	4.00	\$1,980.00
Teaching Blending Book	AP1200	\$48.00	1.00	\$48.00
Basic Phonics Lesson Library with Decodable Passages	PH1247	\$1,850.00	4.00	\$7,400.00

Tax amounts subject to change based upon applicable laws.

Please fax your quote and purchase order to 847-793-0033



Advanced Phonics Lesson Library with Decodable Passages	PH1248	\$1,500.00	4.00	\$6,000.00
Multisyllable Phonics Lesson Library with Decodable Passages	PH1249	\$1,275.00	4.00	\$5,100.00
Phonics Lesson Library Video Playlist	PH1712	\$110.00	1.00	\$110.00
Phonics Chip Kit - Basic	PH2410	\$140.00	1.00	\$140.00
Phonics Chip Kit - Advanced	PH2420	\$140.00	1.00	\$140.00
Phonics Chip Kit - Multisyllable	PH2430	\$140.00	1.00	\$140.00
Multisyllable Routine Cards Package, includes Teacher's Edition and school year subscription to Digital Presentation, Valid August 15- June 15	PH3300	\$149.00	1.00	\$149.00
MSRC Video Playlist	PH3701	\$35.00	1.00	\$35.00
Comprehension Video Playlist (3410V)	CM1701	\$80.00	1.00	\$80.00
Comprehension - Elementary Version	CM1400	\$185.00	1.00	\$185.00
Vocabulary Surge: Unleashing the Power of Word Parts: Level A	VS1200	\$99.00	1.00	\$99.00
LIG Training-K-1, onsite, fee includes travel expenses, includes digital training materials	PDP18020	\$3,550.00	1.00	\$3,550.00
Shipping & Handling - 10% of printed product	Z8910	\$2,096.10	1.00	\$2,096.10

Subtotal \$30,847.10
 Total Price \$30,847.10
 Grand Total \$30,847.10

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact orders@95percentgroup.com to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.

Appendix 1

Overview of 95 Percent Group Inc. Products and Services (may include items not included in proposal)

I. Professional Development

Planning Meetings with District Leadership Team (Item # PD1000):

95 Percent Group offers one or more onsite meetings that include Susan L. Hall, Ed.D. (or another senior consultant), a 95 Percent Group Client Manager, and members of the District Leadership Team. Typically various members of the building administration team and/or building literacy teachers may be included in the meetings. The purpose of the meetings is to set goals and objectives, gather information including prior literacy training and student data, assess strengths and areas where improvement is needed, and discuss options for phasing the implementation. The 95 Percent Group Client Manager will be available between onsite meetings for additional consultation by phone, email and/or webinar as needed.

Administrator Training (Item # PD1010):

Half-day training sessions are offered for the administrators from the schools. The meetings are designed to support their instructional leadership skills to direct the change in their buildings. Topics for the meetings include:

- Building intervention blocks into the master schedule
- Approaches to promote and provide time for grade-level team collaboration
- Ways to support teachers as they learn these new instructional strategies with small groups
- Overview of 95 Percent Group instructional materials
- Hallmarks of effective reading instruction
- Maximizing core reading instruction
- How to conduct a walk-through and observation visit (session held at a school)
- Additional topics as requested based on needs of district

Reading Coach Training (Item # PD1020):

These 1-day training sessions are designed for the reading coaches from each of the schools. These professional development meetings are scheduled in advance of teacher training so that the coaches can answer questions by teachers and serve as building coordinator between 95 Percent Group consultant and school. The professional development is structured to provide the reading coaches with expertise in order to build local capacity. Topics may include: assessment administration, grouping, and mentoring on instructional strategies to maximize effectiveness of core reading instruction and intervention instruction.

Grade K-2 Educator Training for Cohort Groups of Schools:

Initial Workshops (Item # PD1030):

This 1-day workshop is offered to educators by grade-level. The purpose of the workshops is to convey common terminology and teach data analysis and grouping practices. Content covered in the workshop include the following topics concerning data analysis and grouping:

- Interpreting student assessment data to identify students that are below benchmark
- Using diagnostic assessment data to pinpoint key deficit skill
- Placing students in intervention groups based on skill deficit
- Analyzing phonological awareness (Kindergarten-Grade 1) and phonics (Grade 2 and up) skills along a continuum from simple to complex

The workshops are structured to cover diagnostic assessments, data and grouping in the morning and then provide an overview of intervention materials appropriate to each grade level in the afternoon.

Onsite Coaching and Follow-up Support for Schools (Item # PD1040):

95 Percent Group provides follow-up visits at school sites during which our consultant facilitates half-day meetings with each grade level. A 95 Percent Group consultant answers questions, ensures that teachers know how to group and regroup students, evaluates the current state of implementation, and models instruction with students. Instructional modeling is a key component of our process, as well as side-by-side coaching. Schools should plan to hire enough substitute teachers to release one grade level of teachers at a time. A typical structure for a follow-up visit is as follows:

- Day 1: School 1, Grade K a.m. /School 1, Grade 1 p.m.
- Day 2: School 1, Grade 2 a.m. / School 2, Grade K p.m.
- Day 3: School 2, Grade 1 a.m. / School 2, Grade 2 p.m.

Grade 3-6 Educator Training:

Initial Workshops:

This 1-day workshop on *Demystifying Multisyllable Words* is designed for Grade 3-6 educators. The morning will be spent on data analysis and assessment using the *Phonics Screener for Intervention (PSI)*. The afternoon will focus on instruction of multisyllabic words and how to support older struggling readers. Topics to be covered in the workshop include:

- The importance of teaching multisyllable words
- Techniques for teaching the six syllable types in the English language
- Strategies for how to teach syllable division rules
- Plans for how to incorporate multisyllabic lessons into core instruction

Onsite Coaching and Follow-up Support for Schools: similar to K-2 Educators described above

Pre-Kindergarten Educator Training:

This 1-day workshop for PreK educators will focus on the Phonological Awareness (PA) Readiness Skills (Skills 1 and 2) plus Skill 3 (Syllables) using 95 Percent Group's *Phonological Awareness (PA) Lessons*. Workshop topics include:

- The importance of teaching prerequisite concepts such as directionality, representation, manipulation, and one-to-one correspondence
- Readiness terms students need to understand before beginning phonological awareness instruction including first and last; same and different; and beginning, middle, and end
- Instruction in the fundamental structures of language including forming simple sentences from noun phrases and adding verbs. These Readiness skills, while not phonological awareness skills, help students whose oral language skills are low
- Phonological Awareness continuum reflecting the building of skills from simple to complex
- Instruction in PA skills using manipulatives to enhance awareness and provide a scaffold for working memory to support the manipulation of speech sounds
- Awareness of how developing a student's PA skills is a foundation for alphabetic principle

II. Diagnostic Assessments

95 Percent Group offers two diagnostic assessment tools typically used in conjunction with a Curriculum Based Measure (CBM). The *Phonological Awareness Screener for Intervention (PASI)* is used with students in Grades PreK and 1. The *Phonics Screener for Intervention (PSI)* is typically used with students in Grades 1 and up. A brief description of the screeners is given below.

- *Phonological Awareness Screener for Intervention™ (PASI)* is an informal diagnostic assessment used to pinpoint student skill deficits. The *PASI* directly aligns with the lessons in the *Phonological Awareness Lessons™*.
 - The *PASI* is a school-site license that grants access to the online diagnostic screener. The *PASI* is sold as a perpetual license with no annual renewal fee.
- *Phonics Screener for Intervention™ (PSI)* is an informal diagnostic assessment used to pinpoint student skill deficits. The *PSI* directly aligns with the phonics lessons found in the *Phonics Lesson Library* and *Phonics Chip Kit*.
 - The *PSI* is a school-site license that grants access to the online diagnostic screener. The *PSI* is sold as a perpetual license with no annual renewal fee.
- The *PASI* and *PSI* licenses are for the use at specified schools only.

III. Instructional Materials:

Phonological Awareness:

- ***Phonological Awareness Lessons***-includes a Guidebook with instructional procedures and lesson plans for 39 phonological awareness and readiness skills, including online access to instructional mats, picture cards, and shapes
- ***Manipulatives Kit***-Pre-printed, laminated and scored picture cards, shapes and mats with plastic carrying case

Alphabetic Principle:

- ***Teaching Blending: from /k//ă//t/ to cat in 8 stages***- The blending guide provides a series of lessons to teach students how to blend sounds into words by scaffolding instruction until students can blend words fluently. This product is ideal for use with students in late kindergarten and/or early first grade, and whose scores on a Nonsense Word Fluency probe show that they are struggling to move from sound-by-sound to reading whole words blended. There is a Teacher and Student iPad application available directly from the Apple store.

Phonics:

- ***Phonics Lesson Library™ - Basic Phonics, Advanced Phonics and Multisyllable Editions***-*Phonics Lesson Library (PLL)* is a collection of 75 lessons developed for teachers that include the essential components of an effective phonics lesson for intervention instruction. The PLL skills are aligned with the 95 Percent Group *Phonics Continuum* and are designed to be taught across five days during 30-minute intervention periods. The *Phonics Lesson Library* is designed primarily for Tier 2 phonics intervention and can also be used with Tier 3 groups. The *PLL* provides a format for small-group instruction that is delivered explicitly and systematically, addressing targeted skill deficits. Each weekly phonics lesson includes the following materials:

- One complete 20-page easy to follow lesson plan for 5 days of 30-minute instruction
- 40 Word Cards – Teacher and Student versions
- Header Cards for Sorting Word Cards - Teacher and Student versions
- 3 Passages - Teacher and Student versions
- 4 Fluency Sheets
- Review Grids - 2 Sight Word Review Grids and 1 Phonics Review Grid
- 1 Progress Monitoring Chart
- Comprehension Questions and Answers aligned to literacy standards for each *PLL* passage
- End of Lesson Assessment to assess if the students learned the skill of each 5-day lesson
- Decodable Text includes 3 additional decodable passages at the end of each skill
- Parent Connection for teachers to send home a short passage with activities for parents

The following skills are contained in each of the *PLL* editions:

- *Basic Phonics Edition (PLL)* includes 32 weekly lessons on the following skills:
 - Skill 2: Short Vowels (6 lessons)
 - Skill 3: Blends and Past Tense (8 lessons)
 - Skill 4: Digraphs (6 lessons)
 - Skill 5: Long Vowels and Phonograms (12 lessons)
- *Advanced Phonics Edition (PLL)* includes 25 weekly lessons on the following skills:
 - Skill 6: Predictable Vowel Teams (5 lessons)
 - Skill 7: Unpredictable Vowel Teams (6 lessons)
 - Skill 8: Vowel-r (6 lessons)
 - Skill 9: Complex Consonants and Past Tense (8 lessons)
- *Multisyllable Phonics Edition (PLL)* includes 18 weekly lessons on the following skills:
 - Skill 10: Closed Syllables (4 lessons)
 - Skill 11: Silent-e Syllables and Schwa (3 lessons)
 - Skill 12: Open Syllables (3 lessons)
 - Skill 13: Vowel Team Syllables (4 lessons)
 - Skill 14: Consonant -le Syllables (1 lesson)
 - Skill 15: Vowel-r Syllables (3 lessons)

The PLLs include hanging bags to organize the weekly lessons.

- ***Phonics Chip Kit (PCK): Basic, Advanced and Multisyllable Editions*** -The PCK helps teachers explain phonics patterns to students by using manipulatives and sound-spelling mapping techniques. Using these materials teachers can focus on sound-spelling pattern identification rather than learning individual words. Each kit includes a full-color spiral-bound Teacher’s Guide with explicit instructional text in the I Do, We Do, You Do format. In addition, each kit includes colored chips (circular and rectangular) and sound-spelling mapping mats. The teacher’s manipulatives are magnetic, and each kit includes enough materials for up to eight students.
- ***Multisyllable Routine Cards- Multisyllable Routine Cards (MSRC)*** are a set of instructional routines that enable students to apply their knowledge of syllable types and divisions in order to read multisyllable words. The Routines are for use with students in Grades 2 and up.

Vocabulary:

- ***Vocabulary Surge™, Levels A and B-Vocabulary Surge*** is a series of 15-minute daily lessons that teaches students how to break words into parts, hypothesize the meanings of unknown parts, and check meaning in context. Students also learn the meaning of the most common affixes, Latin roots, and Greek combining forms. *Vocabulary Surge* Level B includes complex affixes and Latin roots, and focuses more

intensively on Greek combining forms. Level A introduces the concept of word parts and guides students in examining the meaning and structure of high-utility word parts in order to build the most words in the English language. Since each book includes a review of important roots and affixes, they may be used separately.

Comprehension

- ***The Blueprint for Intervention:® Comprehension*** is a set of materials for teaching seven comprehension processes to be used to provide Tier 2 or 3 interventions for Grades 2-6 and/ or as a supplement to core Tier I instruction. The lesson plans, texts, mats, and tokens provided with this kit allow teachers to explicitly model how good readers comprehend while reading text aloud by placing tokens on parts of the text where a comprehension process was used. After modeling with “think-alouds,” teachers guide students to use these processes first with provided text and then during independent reading. Some unique aspects of the product include:
 - Extensive use of teacher think-alouds to show students what their minds should be doing
 - Multisensory instructional techniques, including gestures, mats and colored tokens

Common Core:

- ***Linking CCSS to Your Curriculum™ (Grades 6-8)*** deepens a teacher’s knowledge about the standards and provides tools to help students read at the level of depth described in the Common Core State Standards (CCSS). Lessons for explicit instruction in skills include modeling the skill with short text and graphic organizers. Students practice applying the skills first with specially designed 4-paragraph passages until they are familiar with analyzing text from the perspective of the standard. Then students practice using text from their curriculum.

IV. Online Courses, Video Playlists, Webinars and Online Support for Professional Development

Online courses are available on some products. Video playlists are available on all products and provide access to short video clips of either all lessons, or selected lessons, showing a 95 Percent Group Consultant teaching a lesson with a small group; these videos are accessed from a playlist allowing viewing of a specific lesson. Webinars are available “live” to enable customized training on specific processes or products.

Online professional development support is a normal part of our PD engagements, billed separately. It includes guidance and activities tied to our onsite PD training, access to materials, instructions, videos, Q&A with a 95 Percent Group staff member, and live and recorded webinars.



Consulting Agreement

Prepared for

**Oak Ridge Schools
by**

95 Percent Group Inc.

October 26, 2021

CONFIDENTIAL



**95 Percent Group Inc.
Consulting Engagement Client Checklist**

The following list of activities is provided as a convenience for Client in implementing this Agreement. It is not meant to include Client's proprietary processes and procedures, but is a good starting point.

A. Complete the Agreement

- Review the Consulting Agreement and provide comments to your Sales Representative. When ready to execute, proceed with the steps below.
- Sign 2 originals of the **Consulting Agreement**. Scan and email to Sales Representative (see cover letter).
- Attach a copy of your **state sales tax exemption certificate**.
- If a **purchase order** is required by your school or district for purchase of products or services, please attach the purchase order if possible, but in any case within 30 days of signing the Agreement, and not later than 45 days prior to the first Service date in the Agreement. If the first service date is already within that time period, please attach purchase order to Agreement.
- Mail 2 signed originals of the Agreement to Cecelia Friedman, 475 Half Day Road, Suite 350, Lincolnshire, IL 60069.
- As soon as possible, confirm any unscheduled or tentative dates of service, for both onsite training and webinars, if applicable.

B. Administrative Steps

- Notify your finance staff (accounts payable) of the payment terms of the Agreement and that any purchase order issued does not change the terms of the Agreement. If there is an inconsistency of terms between the Agreement and the purchase order, the Agreement rules.
- Confirm that the school or District email system will accept email from 95percentgroup.com.
- Communicate the shipping address(es) for products with an email to your Sales Representative.

C. Before a live onsite training

- Confirm availability of training room.
- Communicate number of workshop participants (if applicable) with your Sales Representative, as well as shipping address for materials.
- Communicate location (street address, room number, etc.) of training with your Sales Representative and Client Manager of 95 Percent Group.
- Arrange for LCD projector, screen, microphone and amplifier to be used by Consultant during training.

D. Before a Webinar

- Identify physical site(s) where participants will assemble for training and notify your Sales Representative
- Test operation of computer(s) with our Technology Support Coordinator to confirm system can connect to 95 Percent Group's web meeting system and is functioning properly. Among other things, this will confirm that Adobe Flash Reader software is installed and operating on the computer, and that the Internet connection speed is acceptable.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT dated as of **October 26, 2021** (the "Agreement"), is entered into between 95 Percent Group Inc. ("Consultant"), whose mailing address is 475 Half Day Road, Suite 350, Lincolnshire, IL 60069 and the Oak RidgeBoard of Education (Client"), having a primary place of business located at 304 New York Ave Oak Ridge, TN 37830. In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Description of Services. Client hereby retains Consultant to perform consulting services including, but not limited to, those described in the Proposal dated **October 26, 2021**, attached hereto as Exhibit A (the "Services"). Consultant hereby accepts such engagement on the terms and subject to the conditions of this Agreement.

1.1 Performance. Consultant shall use reasonable efforts to perform the Services in accordance with this Agreement. Consultant shall assign professionally qualified personnel to perform such Services and shall perform such Services in conformance with the highest professional standards and in compliance in all material respects with all applicable laws and regulations.

1.2 Benefit of Client only. The Services provided under this Agreement are for the sole benefit of Client. The Agreement is not made for, and shall not benefit or create any right or cause of action in favor of, any person or entity other than Consultant and Client. Services are usually provided for employees of individual schools, or designated individuals from multiple schools. The materials and presentations provided are for the use of the training participants only, and may not be copied for non-participants. No Consultant materials or resources may be loaded on a Client computer network or website. No resale of Consultant's Services (e.g. a "public workshop") is permitted without a specific addendum to this Agreement and payment of an applicable fee. No person not employed by Client, including consultants, salespeople, other vendors, non-district educators, etc., shall be allowed to participate in any training delivered pursuant to this Agreement without the prior written consent of the President of 95 Percent Group.

1.3 No Training of Trainers. Unless documented in Exhibit A to this Agreement, this engagement shall not be considered a "training of trainers" project and does not entail any transfer or license of Consultant's intellectual property, including, without limitation, presentations, notebooks, videos, software and online resources.

1. Compensation. In consideration for the Services and Products specified herein, Client shall pay to Consultant the fees specified in Exhibit A-Table 2. A fee of \$1,000 will be assessed if Client exceeds the agreed upon number of participants shown in Exhibit A-Table 1 without prior written approval. Billing for products will be upon shipment. Billing for Services will be after each month's Services are rendered, and after each Service if Service dates occur in more than one month. In the event that payment is not received until 60 or more days from invoice date, Consultant may assess a late payment fee of 2% of the outstanding balance per month for each month the amount remains unpaid, beginning at 30 days past due.

Purchase Orders: If Client's processing of invoices for payment involves Purchase Orders, accounts payable voucher or the like, Client agrees to provide to Consultant, prior to the commencement of Consultant's work for Client, a duly authorized Purchase Order, or other appropriate document, for products and for services to be purchased. Client shall provide information regarding any special payment processing steps required of Consultant by Client. If there is a conflict of terms between this Agreement and any Purchase Order issued by Client, this Agreement shall rule. If Client is exempt from state sales tax or similar taxes, Client shall provide its state tax exemption certificate to Consultant prior to the commencement of Consultant's work for Client.

Payment Methods: Consultant normally accepts payment by bank check only. However, as a convenience for clients that prefer to use a credit card or “payment card” (all such methods referred to herein as “payment cards”) or similar method of payment, Consultant offers to accept those payment methods as an optional service subject to a “Convenience Fee” of 3% of the amount due. If Client chooses to use such payment methods, the Convenience Fee will be reflected in each invoice. Such optional fee will also be reflected in Exhibit A and Client may indicate in its acceptance of the proposal whether or not it chooses this optional service and fee. If this optional service is not selected, and Client at some point decides to use this optional service, Client shall notify Consultant so that invoices may be adjusted. If Consultant receives a payment card payment for an invoice that does not reflect the Convenience Fee, for whatever reason, the invoice will be adjusted and sent to Client for approval. The amount of the Convenience Fee is subject to change. In such case, Client shall be notified and may elect to discontinue payment card payments.

2. **Electronic Use of Materials.** Consultant’s copyrighted materials may not be posted on any computer system, network or Internet site, Other than the computer of properly licensed individual users. Most of Consultant’s materials are intended for individual teacher use and any downloads allowed by Consultant’s systems are intended for use on the licensed teacher’s computer only.
3. **Intellectual Property.** It is understood and agreed that, unless they are labeled otherwise, all training materials to be provided to Client training participants are copyright 95 Percent Group Inc. and nothing in the Agreement shall be deemed to provide for a transfer of any intellectual property rights in any way whatsoever from Consultant to Client. Materials to be provided to Client are for Client employee training participant use only and may not be copied for or distributed in any way to non-participant Client employees or others, whether for free or for a fee, without the written permission of 95 Percent Group Inc.
4. **Video or Audio Taping of Training Sessions or Presentations.** No video or audio taping or other recording of training sessions or presentations is permitted without the prior express written consent of Consultant, which will not be granted under most circumstances without amendment of this Agreement and payment of an additional fee by Client. Consultant may videotape training sessions or presentations provided permission is granted by Client and release forms are obtained from parents of children involved and from Client personnel.
5. **Webinars, Online Support, E-Learning and Consultant’s Client Portal Website.** Due to the various vendors and technologies involved in providing live and recorded webinars, online support and e-learning, these products are provided on a best efforts basis only. **THEY CARRY NO WARRANTY, EXPRESSED OR IMPLIED AND ARE NOT GUARANTEED TO WORK WITHOUT INCIDENT. CONSULTANT SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES RELATED TO MALFUNCTIONING SYSTEMS.** There can be technology glitches on both Client and Consultant ends of the computer connection. Client personnel are required to use computers and software that meet the Minimum System Requirements specified in Exhibit B. These requirements apply to computers, software (particularly operating systems), Internet connection speed and capacity. It is recommended that Client contact Consultant’s technical support personnel to test whatever systems will be used. Some of Consultant’s systems require the installation of software on users’ computers, and may require data downloads. Some school districts limit these activities on District computers without the involvement of District information technology personnel. It is Client’s responsibility to make sure any required permissions or assistance is obtained. Consultant’s support personnel will advise Client’s technology personnel as needed. Minimum System requirements are subject to change without notice.

If a live webinar fails and the reason is attributed to Consultant, the webinar will be rescheduled for no additional fee. If a failure is attributed to Client, the webinar will be billed to client, and rescheduled by Consultant for an additional fee. Rescheduling dates is subject to availability and cannot be guaranteed to be convenient for Client.

6. **Postponement or Cancellation.** In the event of a postponement or cancellation of an arranged training date(s) by Client, Client will incur a cancellation fee of \$250 per training date per consultant, for each postponed or cancelled training date less than 30 days before the scheduled training date, and shall be responsible for payment of any

unrecoverable costs of Consultant related to such training, such as unrecoverable travel expenses. If Consultant cancels their respective training date due to weather, flight delays, illness or other unavoidable circumstances, Consultant and client will be responsible for their own incurred expenses. Consultant shall not be responsible for reimbursing any of Client's expenses related to the training.

7. **Term and Termination.** The term of this agreement shall commence on the date signed and terminate on June 30, 2022 or the early termination of this Agreement, provided that certain obligations shall survive the termination of the Agreement. The Agreement may be terminated by either party with 30 days or more advance notice, subject to the provisions of paragraph 7 hereof (Postponement or Cancellation). Expiration or termination of the Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination, or of obligations that survive termination (see paragraph 12).
8. **Authorization.** The signatories hereto hereby represent that they are duly authorized representatives of their respective organizations and have necessary approval to enter into this Agreement, and that this Agreement is effective, binding and enforceable.
9. **Intentionally left blank.** .
10. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the conflicts of law principles thereof, unless the state law in Clients state prohibits outof state governing jurisdictions. In such instances Clients state law shall govern.
11. **Survival.** The obligations of paragraphs 2, 3, 4, 5, 8 and 10 of this Agreement shall survive termination or expiration of this Agreement.
12. **Amendment.** No change, modification, extension, termination or waiver of the Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
13. **Force Majeure.** Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to severe weather, delayed or cancelled airline flights, fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts, acts of God or acts, omissions or delays in acting by any governmental authority or other party. Notwithstanding the other provisions of this paragraph, if a training date is cancelled after consultant staff member arrives for a training at client location, client shall be responsible for travel expenses of consultant and the applicable change fee.

14. **Notice.** Any consent, notice or report required or made under this Agreement by one party to the other party shall be in writing, delivered personally or by facsimile, U.S. first class mail postage prepaid, courier or nationally recognized delivery service, and shall be effective upon receipt by the addressee at its address indicated below:

If to Consultant:	C. David Hall Chief Operating Officer 95 Percent Group Inc. 475 Half Day Road, Suite 350 Lincolnshire, IL 60069 Phone: 847-499-8200 Fax: 847-793-0033	If to Client:	Bruce T. Borchers, Ph.D Director of Schools Oak Ridge School District 304 New York Ave Oak Ridge, TN 37830 865-425-9001
-------------------	---	---------------	---

15. **Staffing.** Consultant will staff the engagement(s) stemming from this Agreement with qualified professional staff at its discretion. Consultant will not sub-contract or assign this Agreement to another party, provided that the augmentation of Consultant’s staff with independent contractor staff shall not be considered “sub-contracting” or “assigning” this Agreement. Any such staff will be trained and supervised by Consultant’s full-time professional staff.
16. **Entire Agreement.** This Agreement, including its attached exhibits and appendices, if applicable, embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of the Agreement that are not fully expressed herein. IF, AT ANY TIME, CLIENT ISSUES A PURCHASE ORDER RELATED TO THIS AGREEMENT, THE TERMS OF SUCH PURCHASE ORDER SHALL BE IN EFFECT ONLY TO THE EXTENT THERE IS NO CONFLICT WITH THIS AGREEMENT. IN CASE OF ANY CONFLICT OF TERMS, THIS AGREEMENT SHALL RULE.

ACCEPTED BY:

Client: _____

95 Percent Group Inc.

Signature: _____

Signature:  _____

Name
(print): _____

Name Brad Lindaas

Title: _____

Title: President
Oct 27, 2021

Date: _____

Date: _____



Exhibit B **95 Percent Group Inc.** **Minimum System Requirements** **As of 6-01-19**

Minimum System Requirements

This is a list of device minimum system requirements to use 95 Percent Group Inc. online products and services. Although using the most up-to-date versions and fast Internet connections is recommended, the systems will still run with the minimum specifications, but users may experience slower loading times and system performance (e.g. choppy video display.) 95 Percent Group's online products and supplemental resources are accessed through 95 Percent Group's client portal, my.95percentgroup.com.

Browser Requirements: Most 95 Percent Group systems are browser-based and are used over the Internet. Browsers that work on both PC and Mac computers (and most mobile devices, though tablets and Chromebooks will give a better user experience than phones) can be used, but some work better than others. We recommend Firefox and Chrome in most instances, for both Mac and PC.

Supported Browsers: Generally, the latest released version of recommended browsers are supported. We highly recommend updating to the current version of whatever browser you are using. As of June 1, 2019, we support the following web browsers:

- Chrome 73 or later (including Chrome OS)
- Firefox 59 or later (Extended Releases are not supported)
- Safari on supported iOS and iPadOS platforms (for client portal access only)

Required Components: The delivery of certain types of content may require the addition of software applications ("apps") to the computer or mobile device:

- Webinars may require additional software or apps
- Licensed 95 Percent Group, Inc. online products and supplemental resources are accessible by licensed users on the client portal (my.95percentgroup.com.) This portal is accessible by Windows, macOS and Chrome OS devices (Chromebooks)
- The 95 Percent University for professional development requires that a Canvas LMS application be loaded on mobile devices if users wish to use a mobile device with that system. No app is required for computer or Chromebook use.
- The 95 Percent University for professional development may use Adobe Flash to deliver content to web browsers that are unable to appropriately render HTML5 content (e.g. Internet Explorer, Safari) – the use of these web browsers is not recommended or supported

Computer Specifications

- **Screen Size:** The systems are best viewed at a minimum of 1366x768, which is the average size of a notebook computer, or on a 10.1" tablet using a mobile app
- **Operating Systems:**
Windows 7 SP1 (until 01/01/2020)
Windows 8.1 (until 01/01/2023)
All versions of Windows 10 currently supported by Microsoft

- macOS 10.12 or later
- Chrome OS on the Stable release channel
- Computer Speed and Processor: A dual core 2GHz processor and 4 GB of RAM
- Internet Speed: Minimum of 1 Mbps per concurrent licensed user

Terms of Use and Privacy Policy: Each online system is subject to its specific license. In addition, each online system is subject to the 95 percent Group Inc. Terms of Use and Privacy Policy, available at www.95percentgroup.com.

THESE SYSTEM REQUIREMENTS MAY NOT BE COMPLETE AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

PROP_TN_OAKRIDGE_LIG_2021-10-26

Final Audit Report


2021-10-27

Created:	2021-10-26
By:	Michele Carpizo (mcarpizo@95percentgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv2jbRkPi_JGXx0BGYZ1JpDRvCcmWco9t


"PROP_TN_OAKRIDGE_LIG_2021-10-26" History

 Document created by Michele Carpizo (mcarpizo@95percentgroup.com)


2021-10-26 - 8:11:35 PM GMT- IP address: 98.228.159.37

 Document emailed to Brad Lindaas (blindaas@95percentgroup.com) for signature

2021-10-26 - 8:12:02 PM GMT

 Email viewed by Brad Lindaas (blindaas@95percentgroup.com)

2021-10-26 - 9:19:18 PM GMT- IP address: 71.201.4.8

 Document e-signed by Brad Lindaas (blindaas@95percentgroup.com)

Signature Date: 2021-10-27 - 9:01:22 PM GMT - Time Source: server- IP address: 12.33.61.138

 Agreement completed.

2021-10-27 - 9:01:22 PM GMT



Oak Ridge

SCHOOLS

Maintenance and Operations

OFFICE OF MAINTENANCE AND OPERATIONS

DATE: November 8, 2021

TO: Bruce Lay, Executive Director of School Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Board Approval Ventrac Tractor and Mowing Deck

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the purchase of a Ventrac tractor and mower deck from Smith Turf and Irrigation of Nashville TN in the amount of \$31,792.99. The cost of the tractor and accessories are based on the Sourcewell buying cooperative contract # 031121-TTC. This tractor is specially designed for operations on steep slope grades that will improve the safety and efficiency of our grounds crew and has a multitude of attachments that are available for grounds maintenance activities.

Funding for this purchase is from 72620 717 Maintenance Equipment and 76100 724 Site Development.

Thank you for your consideration,

Allen Thacker

Supervisor of Maintenance and Operations

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu



STANDARD FEATURES

- Enclosed Muffler
- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*

* Optional on 4500K, standard on other 4500 Models

Optional Accessories:

- Turf or Bar Tires
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.

The Ventrac 4500 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4500 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4500 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.



TRACTOR COMPATIBILITY KEY:



4500 Tractor

TRACTOR COMPATIBILITY KEY:



SPECIFICATIONS

Model Comparison	4500K VANGUARD Big Block	4500P KAWASAKI DFI	4500Y KUBOTA Diesel	4500Z KUBOTA Bi-Fuel Ready
Stock Codes	39.51130	39.51207	39.51209	39.51208
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard
Engines				
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5
Peak Torque	47 ft lb	47 ft lb	42 ft lb	51 ft lb
Displacement	896cc	824cc	898cc	962cc
Cylinders	2	2	3	3
Engine Oil	Ventrac Full Synthetic 10W30			
Cooling	Air	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline, Propane^
Fuel Capacity	6 gal	6 gal	6 gal	6 gal 2 x 33lb lp tanks^
Fuel Economy^^	1.6 gal/hr	1.2 gal/hr	1.1 gal/hr	1.5 gal/hr (gas) 8.6 lb/hr (lp)^
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp
Dimensions				
Weight with standard hitch	1340 lb (610 kg)	1575 lb (715 kg)	1655 lb (750 kg)	1655 lb (750 kg)
Weight with accessories kit	1565 lb (710 kg)	N/A	N/A	N/A
Weight with 3-point hitch	1660 lb (775 kg) w/ accr kit	1670 lb (760 kg)	1750 lb (795 kg)	1750 lb (795 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)			
Length with 3-point hitch	92 inches (234 cm)			
Length with propane kit	N/A	N/A	N/A	99 inches (252 cm)
Width	48.5 inches (123 cm)			
Width with wheel extensions	54.5 inches (138.5 cm)			
Width with duals	73 inches (185.5 cm)			
Wheelbase (front axle to rear axle)	45 inches (114 cm)			
Height (ROPS up)	68 inches (173 cm)			
Height (ROPS down)	54 inches (137 cm)			
Turning Radius (single tires, standard position)	39 inches (99 cm)			
Turning Radius (position 2)	54 inches (137 cm)			
Turning Radius (position 3)	68 inches (173 cm)			
Oscillation amount (@ wheel)	7.5 inches (19 cm)			
Ground Clearance	5 inches (13 cm)			
^ If equipped with optional Propane Kit for the 4500Z ^^ Fuel Economy tested with HM602 mower for comparison purposes. Application conditions & attachment will affect fuel economy.				

All specifications subject to change without notice or obligation



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com

4500 Tractor

TRACTOR COMPATIBILITY KEY:



SPECIFICATIONS (Continued)

APPLIES TO ALL 4500 TRACTORS

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Sauer Danfoss 15 series pump
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	(2) Sauer Danfoss 15 series motors
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10
Optional Bar	21x11-8

Travel Speed (F/R)

Low Range	5 mph forward / 4 mph reverse
High Range	10 mph forward / 8 mph reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights

Lights

Head Lights	(2) 55W Halogen Lights
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Standard
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com

4500 Tractor

TRACTOR COMPATIBILITY KEY:

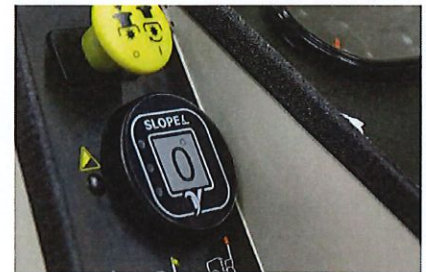


SLOPE SPECIFICATIONS

Maximum Slope Rating (any direction)



Max Slope Rating in any direction	Single Tires	Wheel Extensions	Dual Wheels
4500*	20° (36%)	25° (47%)	30° (58%)
4500Z with Propane	15° (27%)	20° (36%)	25° (47%)
4500 with Cab		10° (18%)	
4500 with Spreader		10° (18%)	



Digital Slope Gauge
Recommended for operation on slopes.

*Attachments, accessories, and tire configuration may reduce the 4500 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.

ENGINE RATINGS

Model #	4500K	4500P	4500Y	4500Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas Propane**
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^ 25° (47%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	20° (36%) 20° (36%)

** With Optional Propane Kit for 4500Z

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°

Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4500P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com



Shown with Turf Tires

SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
- (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use*. The 4500P Kawasaki DFI is rated for 30° continuous use.
- (C) Do NOT use with Wheel Extensions
- * Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismantled.*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires

TRACTOR COMPATIBILITY KEY:



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com

MS600, MS720, MT720 & MU720

FINISH MOWERS



VENTRAC

- Anti-Scalp Rollers
- Tougher Spindles
- Larger Discharge Opening
- Ultra Smooth Shell
- Stripe Roller

FINISH MOWERS



MS600

MS720

MT720

MU720

Stock Code	39.55110	39.55111	39.55112	39.55114
Discharge Type	Side	Side	Side, 6" Offset	Rear
Width of Cut	60 Inches (152 cm)	72 Inches (183 cm)	72 Inches (183 cm)	72 Inches (183 cm)
Number of blades/type	3 x 21 High-lift	3 x 25 High-lift	3 x 25 High-lift	3 x 25 Low-lift
Cutting Height Range	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)
Cutting Height Increments	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)
Deck Construction	High-strength steel	High-strength steel	High-strength steel	High-strength steel
Spindles/Pulleys	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings
Anti Scalp Rollers	3 Front	3 Front	3 Front	3 Front

OPTIONAL ACCESSORIES

Mulch Kit	70.8165	70.8164	70.8164	70.8167
Flat Free Wheel (2 Required)	53.0148	53.0148	53.0148	53.0148
Hydraulic Flip Up Kit	70.8214	70.8214	70.8214	70.8214

DIMENSIONS

Length	62 5/8 inches (159 cm)	66 1/8 inches (168 cm)	66 1/8 inches (168 cm)	60 5/8 inches (154 cm)
Width	74 5/8 inches (190 cm)	86 1/2 inches (220 cm)	86 1/2 inches (220 cm)	72 7/8 inches (185 cm)
Height	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)
Weight	490 lbs (222 kg)	550 lbs (249 kg)	550 lbs (249 kg)	540 lbs (245 kg)
Shipping Weight	660 lbs (299 kg)	720 lbs (327 kg)	720 lbs (327 kg)	710 lbs (322 kg)
Shipping Dimensions (LWH)	57 x 65.5 x 25.5 inches (26 x 30 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)

All specifications subject to change without notice or obligation

HYDRAULIC FLIP-UP KIT

The Hydraulic Flip-Up kit makes deck clean-up quick and effortless. Using the SDLA controls, you can flip your mower deck up from the seat!



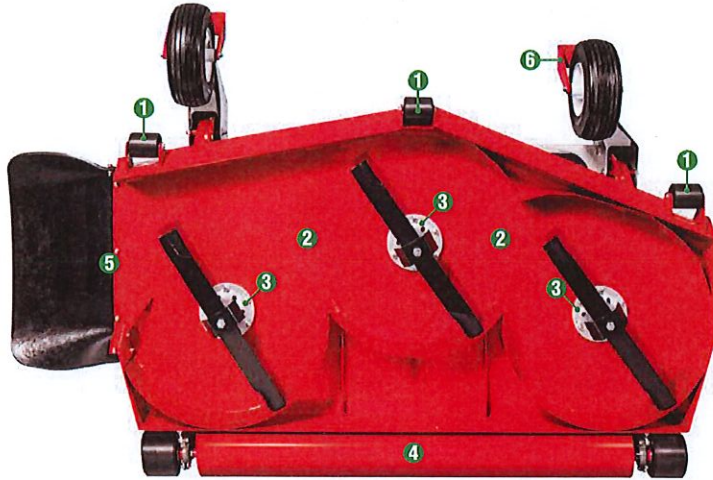
TRACTOR COMPATIBILITY KEY:





FEATURES

5" deep deck shell increases airflow & performance, and made from high strength steel for exceptional abrasion and impact resistance. Check out these other game changing features:



BOTTOM VIEW

1. Anti-Scalp Rollers

Anti-scalp rollers help protect the turf

2. Ultra Smooth Deck Shell

Cleaner, smoother deck shell, helps prevent grass buildup

3. Tougher Spindles

Ventrac's best spindle yet featuring 6 bolt mount, 5/8" retaining bolt, and double row angular contact bearings

4. Stripe Roller

Smoother ride, increased bearing life, and bolder more pronounced stripes

5. Larger Discharge Opening

Large discharge opening improves airflow and cut quality

6. Offset Trim Wheel

Improved quality of cut and better line of sight trimming

7. Low Profile Bearing Caps

Reach under bushes and pine trees without worry of losing the caps

8. Improved Carrier Frame

Strengthened carrier frame arms for increased durability

9. Rubber Discharge Chute

Easy on landscape, will not dent like steel**

10. Improved Casters

Tapered roller bearings and larger diameter pivot bolt provide smoother operation and longer life

11. Tool-Free Belt Tensioner

Our NEW tool-free belt tensioner makes maintenance quick and easy

12. Hydraulic Flip-Up

Optional Hydraulic Flip-Up makes deck clean up quick and effortless (Manual Flip-Up standard)

13. Heavier Roller Mounts

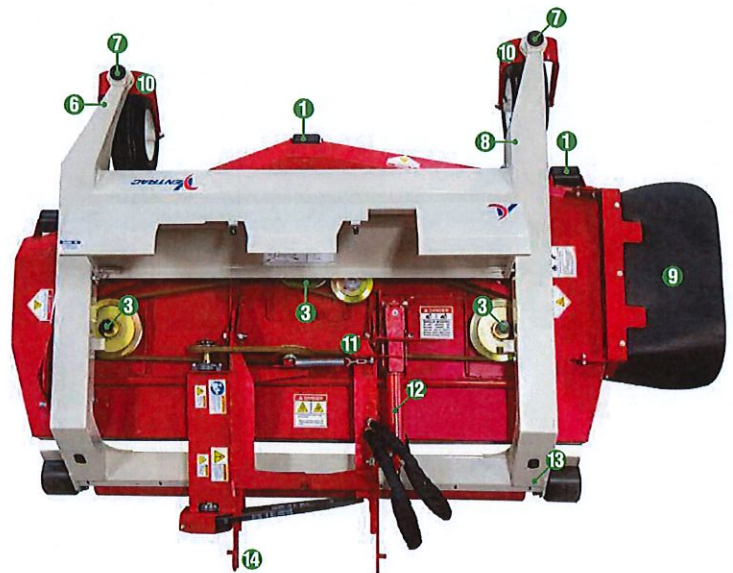
Reinforced rear roller mounts to help carry the load for the long haul

14. Ventrac Mount System

Allows for quick connection of the mower deck with no tools or heavy lifting

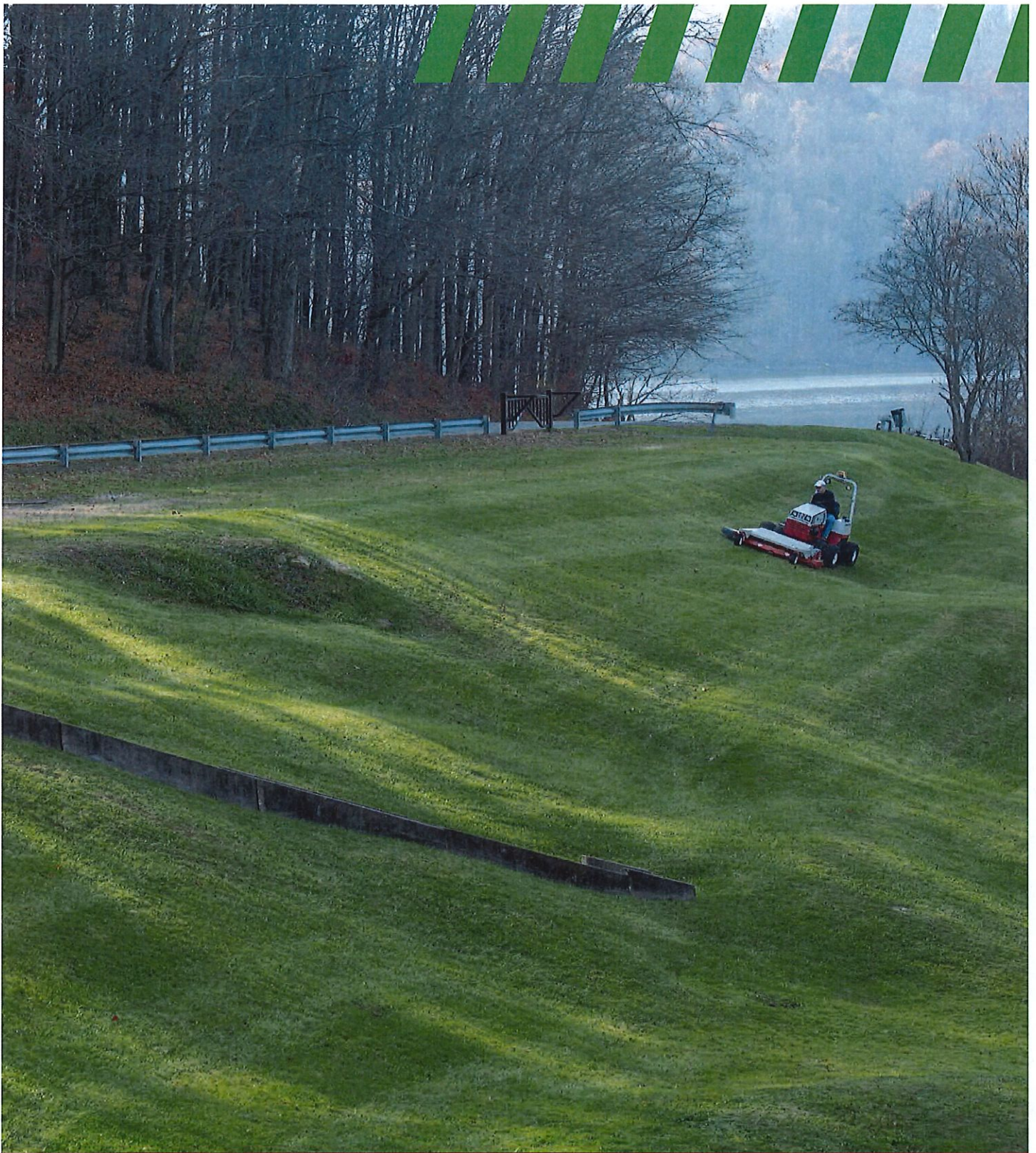
15. One Lever Height Adjustment

Broad range of height settings from 1"-5" in 1/4" increments



TOP VIEW

**MU720 does not have a discharge chute



VENTRAC

VENTRAC

V-PLUS WARRANTY

All new Ventrac tractors and attachments purchased in the United States and Canada are covered by Ventrac's V-Plus Warranty, so you can purchase with confidence! Under the V-Plus, we will repair, replace, or adjust any part manufactured by Venture Products, Inc. that is defective in material and/or workmanship.

2-Year Commercial Limited Warranty

SSV/3000/4000 series tractors and attachments

- 2 years with **unlimited** hours

Engine Warranty*

Covered by engine manufacturer

- Briggs 3/LC = 2-year w/ 3rd major parts only
- Briggs V-twins = 3-year
- Kawasaki V-twins = 3-year
- Kubota 3 cylinder = 2-year or 2000 hours** with 3rd year major parts only or 3000 hours**

* Please refer to the engine manufacturer's warranty statement included in your owner's manual.

** Whichever occurs first

Exclusions

Replacement parts - limited to 90 days



Limitations and Conditions

Ventrac equipment, including defective parts, must be returned to your authorized Ventrac dealer within the warranty period. The warranty extends to the cost to repair or replace (as determined by V.P.I.) the defective part. The expense of pickup and delivery of equipment, service call drive time or any transportation expense incurred for warranty repair is the responsibility of the owner. Proof of purchase may be required. Warranty work must be completed by an authorized Ventrac dealer.

This warranty extends only to Ventrac turf equipment operated under normal conditions and properly serviced and maintained. The warranty does not cover repair of damage due to normal use, wear and tear, maintenance services, repair of damage related to abuse, neglect, accident or use of the turf equipment which is not in accordance with operating instructions in the operator's manual, or damage resulting from repair of Ventrac turf equipment by person or persons other than an authorized Ventrac service dealer or the installation of parts other than genuine Ventrac parts or Ventrac recommended parts.



Pricing Quote

Quote #: 60548-1001 (Price Approval Pending)
 Contract #: 031121-TTC

Date Quoted: October 21, 2021
 Quote Expires: November 21, 2021

Prepared For:

Allen Thacker
 Oak Ridge Schools

Prepared By:

Smith Turf & Irrigation - Nashville
 Timothy Long
 525 Fairground Court
 Nashville, TN 37211
 Phone: 704-512-9119

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	4500Z (39.51208)	Ventrac Tractor: KN, 4500Z Kubota WG972-GL <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	23,993.20	23,993.20
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,298.00	1,298.00
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	356.40	356.40
1	70.4154	Accessory: SUSPENSION SEAT Kit, Suspension Seat 4500	660.00	660.00
1	47.0452	Accessory: ARM RESTS Kit, Armrest Suspension Seat	145.20	145.20
1	MS720 (39.55111)	Attachment: MOWERS - FINISH MS, MS720 Mower SD	4,268.00	4,268.00
1	70.8214	Accessory: Kit, Hydraulic Flip Up MS/MT/MU	448.80	448.80
			Subtotal	31,169.60
				CHARGES
			Setup Charges (2%)	+623.39
			TOTAL USD \$	31,792.99



Oak Ridge Schools

PRESCHOOL

Head Start Self-Assessment 2021

I respectfully request approval of the Head Start Self-Assessment for 2021. The Self-Assessment is a Head Start requirement in which a team of preschool staff, parents, and community partners closely evaluate each service area for the program. Within each service area, strengths and areas to be strengthened are identified. The team then identifies areas on which to focus as priority items. These are the areas in which funding will be an area of focus.

The Self-Assessment and the Community Assessment are two primary documents that drive our spending and budget development.

Respectfully submitted,

Mrs. Lisa M Downard

Principal

157 Carver Ave | Oak Ridge, TN 37830

lmdownard@ortn.edu | (865) 425-9101

www.ortn.edu

Every student prepared for college, career, and life success



Oak Ridge Schools
PRESCHOOL

Oak Ridge Schools' Preschool/Head Start

Annual Self-Assessment

2021

The 2021 Annual Self-Assessment was approved:

By the Oak Ridge Schools Board of Education on _____

By Head Start Policy Committee on _____

Head Start Policy Committee Chair _____

Oak Ridge Schools Preschool Principal _____

Table of Contents

Introduction	3
Methodology	3
Training	3
Preparation	4
Teams	4
Gathering Data	4
Aggregating and Analyzing	5
Improvement Plan	5
Reports to Stakeholders	5
Team Members	6
Assessment Reports	7
Disabilities	7-8
Education	9-11
ERSEA	12-13
Family/Community Engagement.....	14-15
Fiscal	16-17
Governance	18-19
Health & Nutrition	20
Human Resources	21
Mental Health	22-23
Planning & Operations	24-25
Safety	26
Self-Assessment Goals	27

Introduction

Oak Ridge Schools' Preschool/Head Start program performs a comprehensive self-assessment looking at the program's entire operations each year to measure its effectiveness in meeting program goals and objectives. Members of the self-assessment team include parents, community partners, a member of the Board of Education, policy committee members, and program staff. Information from the self-assessment, along with other program data, is used to develop long and short-term goals and a strategic plan for the program to improve and excel beyond compliance requirements. The information is also used as a part of planning for the annual budget.

Methodology

The annual self-assessment was conducted steps to ensure each service area is performing by the Head Start Standards. Ensuring that regular monitoring and ensuring the upmost services are provided to our students and families.

The assessment process consisted of:

1. Orientation/Training
2. Preparing materials
3. Assembling teams
4. Gathering the data
5. Aggregating and analyzing the data
6. Creating the self-assessment report
7. Developing a program improvement plan
8. Reporting to stakeholders

Pre

The principal and compliance manager discussed the process on November 3rd, to review the process and plan for the assessment.

Training

The compliance manager provided the management staff with an overview of the self-assessment process on November 3rd, 2021. On November 8th, 2021, the self-assessment PowerPoint was provided to parents and community partners to discuss

each service areas virtually. On November 11th, 2021 a virtual meeting was held to review the final draft.

Preparation

The staff were provided with materials for the self-assessment process and were asked to read and review the materials. On November 3rd, 2021, the staff received copies of the forms required to administer the process.

Teams

Policy Committee members, community partners, management staff, family service staff, and a Board of Education member were introduced to the ORSP Self-Assessment virtually. System area managers served as team leaders to assist with accessing the data needed and to ensure a complete assessment.

Community partners/agencies participating in the assessment were: United Way of Anderson County, ADFAC (Aid to Distressed Families of Anderson County), and Legal Aid.

Gathering Data

System managers gathered data and documentation to verify compliance in their area. Managers shared the reviewed data and determine strengths and challenges.

Data collection tools used

- Child Plus data
- family needs survey
- waiting list
- attendance data
- classroom checklists
- health inspection reports
- custodian playground checklists
- fire marshal inspection reports
- state licensing inspection reports
- Child Plus health data
- program budget
- Policy Committee meeting agendas/minutes
- Leadership Team agendas

- communication from grantee
- staff meeting and staff training agendas
- CACFP/USDA meal data
- Ed Plan for special needs services data
- assessment portfolios
- TS GOLD, CLASS
- mental health reports

Aggregating and Analyzing

Once all information was gathered, system managers sorted through the data to ensure they had the information needed for the teams to determine the Program's compliance, strengths, and weaknesses. They looked at all the data that was collected to analyze and summarize the results. The teams summarized what they determined to be areas of program strengths and areas that could be strengthened.

Improvement Plan

Once all summaries were completed, the management staff met to review all area summaries as a team, to determine goals for the 2021-2022 school year, and to create the program improvement plan.

Report to Stakeholders

The Self-Assessment report and program improvement plan was shared with the Board of Education on November 22, 2021 and shared with Policy Committee on November 17th, 2021. Members of each group were given an opportunity for input into the program improvement plan before giving their approval.

2021-2022 Self-Assessment Review Team

System Area	Family & Community Engagement	Education & Mental Health	PDM & Governance	Health & Safety, Nutrition	ERSEA	Disability	HR/Fiscal
Parents	HS Parent PC Members Valeri Bradley DJ Pendergrass	HS Parent PC Members Jennifer Hicks Jadyhia Luster	HS Parent PC Members Millette Smart Melissa Callaghan	HS Parent PC Members Heather Mejia Ebony Gallaher	HS Parent PC Members Deborah Booker Hough	HS Parent PC Members Kathryn Trostad Tia Johnson	HS Parent PC Members Ashely Chitwood
Community Partners	HS PC Community Partners Paula Trujillo - Legal Aid	HS PC Community Partners Annie Cacherio - ADFAC	HS PC Community Partners Laura McLean	HS PC Community Partners Marcia Wade	HS PC Community Partners Amanda Brackett - UW	HS PC Community Partners Marcia Wade	HS PC Community Partners Laura McLean - School Board
Staff	Paige Freshour Ashley Hillis Faby Macias Ayala	Erin Pearson	Lisa Downard Tribby Kelly	Julie Julian, Kelly Jones Kim Tuck	Tribby Kelly	Missy McMurry	Ashley Briggs Tribby Kelly

Oak Ridge Schools' Preschool/Head Start

Self-Assessment 2021-2022

Disabilities

Program Strengths:

- Strong communication between parents and teachers.
- On-site Speech/Language, OT/PT, Inclusion Specialist and School Psychologist
- Amazing developmental/motor/speech gains from beginning of services
- Strong transition (no gaps in services) from TEIS to Preschool Program
- Knowledge/Communication/Resources

Challenges	Action Plan/Goal	Responsible Person/Team	Timeline	Financial Obligation
End of TEIS support	The need for community resources once the families/children are no longer with TEIS and in the school setting.	SLP/School Psychologist		
Being notified early about struggles in meeting goals or behaviors	Brief note or telephone call from therapist. Plan put into place to help turn into a positive behaviors.	Therapists		
Knowing who is working with their child. Therapist meeting and greet before the school year gets started.	Meet with therapist one on one (once at/near the first parent/teacher	Owner of Kids Kabin - Jane Bryant (OT/PT) stated that there is no extra time		

		to provide these services. Kids		
Parents not knowing what questions to ask about their child's therapies.	Therapists need to be proactively reaching out to parents asking if they have questions.	Therapists		
Weekly Therapy Lesson Plans	Work on weekly therapy plans at home to help with progress. (Suggestion: Therapist will write a quick note on service tracking sheet as to what the objective for the week was (ex. Name writing - working with textures). This will allow parents to reinforce the same goals for added student success.	Therapists		
In School Support Groups	Open communication support groups for families to discuss community resources.			

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Education

Areas of Strength:

- Program implementing research-based, Creative Curriculum, with the Teaching Strategies Gold integrated curriculum-based assessment system.
- Teachers are engaging in embedded Professional Development throughout the year. PLC coach assigned to building to support staff in learning and collaborating.
- The program provides strong support for children with special needs. There is a school psychologist and a team of therapists on site. Speech services, occupational therapy, and physical therapy are provided on site and often in the child's primary classroom setting.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Continue to provide training and support toward increasing depth of implementation of all curriculums (Creative Curriculum, Sounds First, and Purposefull People) and assessment system (Teaching	Staff PD's designed to enhance implementation Identify staff to go through a Practice Based Coaching cycle PLC to analyze data to drive instruction	Education Coordinator, Curriculum Coach, PLC Coach	Fall <ul style="list-style-type: none"> • Finalize/complete needs assessment • Identify 1st coaching cycle coaches and start 1st cycle • Introduce staff to Purposefull People • Review Sounds First an begin implementation after Beginning of the Year study is complete Winter <ul style="list-style-type: none"> • Reflect on 1st 	All services provided by ORSP staff.

<p>Strategies Gold).</p>			<ul style="list-style-type: none"> • Start on 2nd PBC Cycle • Check in with implementation of Purposefull People <p>Spring</p> <ul style="list-style-type: none"> • Coach reflection • PBC participants end of year survey • Review year end data from Purposefull People and Sounds First for guidance on 2022-2023 implementation 	
<p>Continue providing training and support to increase CLASS scores</p>	<p>Provide training for classroom staff on teaching practices.</p>	<p>Education Coordinator</p>	<p>October</p> <ul style="list-style-type: none"> • Train staff on CLASS <p>October-December</p> <ul style="list-style-type: none"> • Conduct 1st round of CLASS observations • Meet individually with teachers to go over observation and create a quality improvement plan <p>Feb-Apr</p> <ul style="list-style-type: none"> • Conduct 2nd round of CLASS observations • Meet individually with teachers to go over observation and create a quality improvement plan 	<p>All services provided by ORSP staff.</p>

			<p>May</p> <ul style="list-style-type: none">• Use year end data to develop needs assessment for 2022-2023	
--	--	--	--	--

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

ERSEA

Program Strengths:

- The ongoing presence on social media and at community events has improved the awareness throughout the community. There has been a slight increase in community events since the COVID-19 Pandemic. Families are beginning to feel more comfortable sending their children to school since the pandemic began. The staff will continue creative recruiting practices within the community to increase awareness and the waitlist.
- The program continues to offer an early morning drop off this year, the program's Duration of Services has occurred in the morning, giving families a 30 minute earlier drop-off option. Staff members are utilizing Power Up Peanuts, a program that provides gross motor activities and play..

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Morning Transportation - Parents are taking advantage of the States Reconnect program and returning to work. This has provided a need for earlier drop off hours.	Request additional funding for morning busses. This will support our efforts in the importance of education/school readiness.	Preschool Director; ORS Administration; OR School Board	Ongoing look at this as an option	Morning bus will be a cost for the Oak Ridge School District to consider acquiring. Budgets are limited. The cost for morning transportation would be approximately \$80,000.00 a school year.

<p>After School Child Care - Daycare facilities are limited in the City of Oak Ridge. Several daycares have closed and several are not accepting afterschool students.</p>	<p>Daycares are experiencing financial struggles. Some of which are based on new state licensing requirements and obtaining quality staff. Having ECC after-school care would help,</p>	<p>Preschool Director; ORS Administration</p>	<p>Ongoing look at this as an option.</p>	<p>ECC would benefit the families needing after school child care. ECC independently charges families for their services. They do accept child care subsidies.</p>
<p>Recruiting of Students with the limitations and restrictions of the COVID-19 pandemic</p>	<p>Continued participation on community boards-virtually; Continued participation at any virtual community events Continued presence on social media</p>	<p>Family Services' staff, Director, all staff</p>	<p>Ongoing</p>	<p>No immediate cost involved</p>

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Family/Community Engagement

Program Strengths:

- **Presence in the community:** Prior to COVID limitations, we set up booths at community events where families are present like the Secret City Festival, city-wide Halloween party, Easter Egg Hunt and Fire Safety Parade and Fair. Many of these events have not yet resumed, however, we were able to set up a booth at the city-wide Halloween party. We have also continued to rely heavily on social media and virtual events and continue to serve on local community boards both virtually and in-person.
- **Community Partnerships:** We have partnerships with several community agencies such as United Way, Legal Aid, etc. Our annual Resource Fair allows our community partners to interact with our Preschool families. Unfortunately, for the second year in a row, COVID limitations prevented us from holding the Resource Fair. We continue to seek a "virtual" option for this event and plan to proceed with the event as usual once restrictions are lifted. Our staff also serves on several community boards such as ASAP and Children's Museum.
- **Love and Logic Parenting Series:** We are currently offering families the opportunity to participate in Love and Logic Parenting Series facilitated by staff and held virtually.
- **Parent/Family involvement in parent committees:** This year we have seen an increase in parent/family participation in our Policy Committee. We have also seen an increase in parent/family interest and involvement in our Parent Advisory Team.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
More male involvement	Volunteering/participation in family events	Family Services	Ongoing	Minimal (cost of breakfast for meetings/events, etc.)
Online access for families	Obtain computers and printer in a designated space available for parent/family use	Family Services	Ongoing	\$1500 (potentially grant funded)
Interruption of needed/require medical services due to lack of insurance for ELL families	Support families in obtaining needed/required medical services (i.e. dental/vision)	Family Services	Ongoing	Varies (potentially funded by COVID-19 or Head Start funds)
Food/basic needs insecurities	Create a food pantry/clothing closet Dedicate financial resources to be available to families on an as-needed basis	Family Services	Ongoing	Varies (funded by donations and possibly by grants & COVID-19 funds)

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Fiscal

Program Strengths:

- Strong oversight of several funding sources with rigid internal controls that follow all necessary and applicable policies and procedures. We had no audit findings again this year, and we also continue to seek out and attend training on fiscal regulations and requirements, policies and procedures. Moving to the new building has enabled us to put students from all funding sources in each classroom which in turn allows us to make all classrooms equitable regarding the funding source matching the students.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
With a decrease in Title I funding, purchasing necessary items for classrooms that match the funding source of the students in the class.	When preparing the 2021-2022 budget, ensure there are enough district and Pre-K funds available for instructional supplies.	Fiscal Manager/ Bookkeeper and Principal	07/01/2022	None
Due to the COVID-19 pandemic, there are many supplies required to continue operating that have not been needed in the past.	Budget extra funds in the supply lines to cover unforeseen expenses. Utilizing COVID-19 funding to help offset expenses pandemic related.	Fiscal Manager/ Bookkeeper, Principal	07/01/2022	None
Paper and copier costs. This money could be used to help cover unforeseen expenses.	Go paperless by utilizing the increased capabilities of the ChildPlus software.	Fiscal Manager/Bookkeeper, Data Manager and Principal	06/30/2022	None

	<p>Continue to have paperwork paperless regarding families, include parent handbook, unless physical copy requested. Continue to find other ways to go paperless as we move forward.</p>			
--	--	--	--	--

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Governance

Program Strengths:

- Passion and dedication of Policy Committee members
- Collaboration and support from Board of Education
- School Board Liaison consistently attends meetings and functions and communicates to Board
- A Weekly Newsletter - Puppy Chow, goes out to families to keep everyone informed of current preschool and community events.
- A consistent means of communication has been adopted with See Saw. This program allows teachers and families to communicate via text, phone call, e-mail. All classrooms are utilizing See Saw as the primary means of communication.
- A robust number of members have joined our Policy Committee this year; nearly 1 representative per classroom.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Attendance	Consistent communication Continue to monitor meeting day and time to ensure it is convenient for majority.	Classroom teachers and Family & Community Engagement Coordinator	ongoing	none
Attendance/ involvement for Parent Committee (Parent Advisory Team)	Possibly consider holding 2 meetings (am and pm) Inform parents of purpose of Parent Committee and	Family & Comm Engagement Coordinator	Ongoing consideration	

	how to become involved			
Consistent abiding of Policy Committee By-Laws	Update and strictly follow by-laws	Family & Community Engagement Coordinator, principal	Ongoing	none

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Health/Nutrition

Program Strengths:

- Addition of part-time nurse to our staff. This will be changed - The nurse position went from 50% to 75%
- Partnerships with community health services. We will add that our Physician Partnerships are partnering with local pharmacies to provide COVID19 immunizations for children ages 5 and over.
- Partnership with Helen-Ross McNabb for mental health services.
- Meals provided through Aramark Service - teacher liaison. Food service offered to our virtual students.
- Provide "Food for Kids" through Second Harvest.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Meeting 90 Day requirements This will remain a challenge for the 21/22 year.	Continue to assist parents/guardians Partner with RSCC Nursing Class, LMU and UT. (Due to COVID, these partnerships are on hold.)	Family services/Health Manager	On-going	N/A
Sustaining the COVID guidelines as they change.	Follow guidance	All Staff	On-going	As indicated

We will keep this as a challenge. ~~from the Department~~ the AC Health Department

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Human Resources

Program Strengths:

- The ORS Preschool is part of the Oak Ridge School District. All staff must apply and complete new hire requirements prior to any employees start date. Being a part of the school district also provides a larger number of applicants which in turn means a more diverse group of people to choose from.
- For each job opening at the Preschool, there is a panel to conduct interviews. This allows for administration, faculty, staff, and parents to not only sit in on the interviews, but to ask questions as well. Also, the panel as a whole decides who is best suited for each position and who will bring the most to the program.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Diversity of Staff	Get job opening information out to our Preschool parents and to nearby colleges.	Principal, HR Department	Ongoing	No additional funds required

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022

Mental Health

Areas of Strength:

- Program has on-site school psychologist and on-site special education resource team that provide direct classroom support for children with social and emotional need and the associated challenging behaviors. Those members also work with classroom staff to design support plans and gather materials to support children with mental health needs.
- Continue partnership with Helen Ross McNabb. They are completing all of our Mental Health classroom observations as well as individual children observations. The teachers meet with and will provide classroom teachers with feedback. They are also working closely with the preschool to help identify and child/family that would need their services.
- Our program used ESSR funds to help fund a full time Counselor at our school. This is will be a contract position with Helen Ross McNabb with an anticipated start date of January 2022.

Challenges	Action Plan/Goal	Responsible Person	Timeline	Financial Obligation
Teachers receive Pyramid Training, children's mental health training, and CLASS training on the	1) Social Emotional training for staff tying all of the concepts together 2) Help staff recognize	Mental Health Coordinator	Teachers will engage in a variety of training experiences during the year. The Program will work to	No cost

<p>Emotional Support Domain. The experiences are provided by various trainers across the year. A challenge is helping teachers integrate concepts from various the training experiences. Once Counselor is in place at ORSP children and their families will be able to access services at school.</p>	<p>techniques that would be beneficial to use in the classroom</p> <p>3) Working with Helen Ross McNabb to best use their expertise with our program</p>		<p>provide training around integrating the effective practices from these various training sessions.</p>	
--	--	--	--	--

Oak Ridge Schools' Preschool/Head Start

Self-Assessment 2021-2022

Planning and Operations

Strengths: Policy Committee is a guiding force in decision making for the program.

Teachers, Family Services, Managers, and Administrators work together to consistently monitor program operations

Challenges	Action Plan/Goals	Responsible Person	Timeline	Financial Obligation
Systemic monitoring of the program in meeting HS standards	Continue to update and follow a schedule for areas to be monitored throughout the year Management Team to meet on a monthly basis	Principal Compliance Manager	Ongoing	None beyond budgeted staff salaries
Diversity of Staff	Recruit qualified staff with a focus on increased diversity to include but not limited to African American and Hispanic staff	Principal Interview teams	Ongoing	None

<p>Conducting meetings within compliance with social distancing and limited visitor entrance to the building</p>	<p>Continue to develop the use of electronic venues (such as TEAMS, Zoom and See Saw) to maintain communication and parent meetings.</p>	<p>Principal Teachers Family Services Team</p>	<p>Ongoing</p>	<p>Possible purchase or subscription of virtual tools</p>
--	--	--	----------------	---

Oak Ridge Schools Preschool/Head Start

Self-Assessment 2021-2022 - Proposed

Facilities and Safety

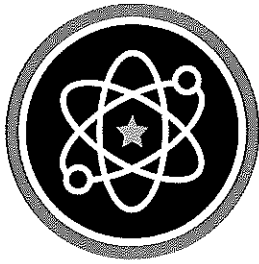
Program Strengths:

- Moved into new facility.
- New strength - Recognition of the Scarborough Community by dedicating areas of our building to citizens that helped bring change and guidance to this community in the past, present, and future.
- Dedication and attention to detail of our custodians and support from the schools' maintenance department.
- Experienced and knowledgeable staff members.
- Training of staff pertaining to safety issues.

Challenges	Action Plan/Goal	Responsible Person	Timeline
Acclimate to the safety/facility procedural changes for new location.	Familiarize staff of new plans through recurring emails, and discussions at staff meetings.	Facilities/ Manager-Principal- Preschool staff	On-going
New challenge - Expand playground activities to incorporate the curriculum and STEM.	Establish guidelines for classroom staff to follow for curriculum activities and STEM.	Principal/Preschool Staff	On-going

The Self-Assessment team identified the following areas for improvement:

1. Continued training and support to classroom staff toward full implementation to fidelity of the curriculum and assessment system—Creative Curriculum and TS GOLD
 - a. Action: Staff PD's designed to enhance implementation
 - b. Action: Identify staff to go through a Practice Based Coaching cycle
 - c. Action: Complete Creative Curriculum Fidelity Tool for each classroom to identify weak areas.
 - d. Action: PLC to analyze data to drive instruction
2. Increase recruitment of eligible students
 - a. Action: Research/Pursue the possibility of providing before and/or after school care (ECC)
 - b. Action: Continue outreach in the community by attending community events and working with community agencies.
3. Decrease the use of papers and copying to utilize those funds for the classroom. Child Plus has several options to go paperless and maintain the requirements for Performance Standards.
 - a. Action: Increase paperless options for the 2021-2022 year.



Oak Ridge

SCHOOLS

Maintenance and Operations

OFFICE OF MAINTENANCE AND OPERATIONS

DATE: November 15, 2021

TO: Bruce Lay, Executive Director of School Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Board Approval of Purchase and Installation of Clinic Casework

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the purchase and installation of new and replacement casework for selected district nurse's clinics from Steve Ward & Associates of Nashville TN in the amount of \$68,673.00. The replacement casework is part of a remodeling effort for some of our older and smaller clinic spaces in an effort to better serve our students. Remodeling will take place at RMS, JMS, and Willow Brook for expanding the clinic size and Woodland and Linden for upgrading or adding lockable casework. Quote is based on utilizing a "piggyback contract " on the UT and Millwork Contract #5500008341.

Funding for this project is from the ELC grant account # 142-76100-707-941.

Thank you for your consideration,

Allen Thacker

Supervisor of Maintenance and Operations

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu

Purchasing Department
 5723 Middlebrook Pike
 Knoxville, TN 37921

Ship To:

C/O Department
 All UT Knoxville Departments
 Address designated by Dept.
 Details designated by Dept.
 City to be given at order placement , TN 37996

Framework Purchase Order

Information

Date: 02/11/2020
Framework PO #: 5500008341
Payment Terms: within 30 days Due net
Delivery Date: 08/08/2019
F.O.B. FOB
Buyer: Amy Dudenbostel
Phone: 865-974-3311
Fax: 865-974-2973
Validity Dt: From 02/01/2020 **To** 01/31/2025
Collective Number: 1647730

Vendor Address

Vendor No. 1019189

 STEVE WARD AND ASSOC INC
 7330 COCKRILL BEND BLVD
 NASHVILLE TN 37209

Bill To:

All UT Knoxville Departments
 Address designated by Dept. Details designated by Dept.
 City to be given at order placement

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
			See Attached Terms and Pricing		
00001	1	LOT	Carpentry and Millwork	1.00	1.00
			Instructions for Departments: Do not use this framework order directly. For each project: Submit a requisition to Purchasing. Reference this framework order in the internal notes section of the requisition. A standalone purchase order will be issued.		
			Total Net Amount without Tax USD		===== 1.00
			The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.		

Framework Order Terms

Purchasing Agreement #: 5500008341

This agreement is dated 2/1/2020 , and is between The University of Tennessee (“University”), and Steve Ward and Associates (“Supplier”). The parties agree as follows:

1. Term; Renewal; Termination:

- a. Term: This agreement begins at 12:01 AM Eastern Time on 2/1/2020 and ends at 11:59 PM Eastern Time on 1/31/2024
- b. Renewal: no extensions
- c. Termination:
 - i. For Cause: If Supplier materially breaches this agreement, University may terminate this agreement immediately.
 - ii. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
 - iii. Work: If University terminates this agreement, upon receipt of University’s notice of termination, Supplier shall immediately stop all work under this agreement.
- d. No Automatic Renewal: Any terms included in Supplier’s documentation that attempt to renew the agreement automatically do not apply to the University.

2. **Agreement Based Upon**: Supplier’s response to RFQ-S: UT Knoxville: 1647730- Millwork and Carpentry Services

3. **Scope**: Supplier will provide millwork and carpentry services for UT departments in the Knoxville area.

4. **Cooperative Procurement**: This agreement is open to any organization, provided Supplier agrees. Any university, college, school, or government agency (third-party entity) may purchase under this agreement. The third-party entity may negotiate its own terms with the Supplier.

5. Pricing and Payment:

- a. Payment Terms: Net 30
- b. Pricing Structure: Supplier will provide pricing to University as follows:

<u>Product/Service</u>		<u>Price</u>
Millwork		
	Labor Rate (per hour)	\$75
	Delivery Charge	Depends on the Nature of the Project; Must be listed in quote
	Installation Rate	Depends on the Nature of the Project; Must be listed in quote
	Product & Additional Service Prices (Please specify below)	Depends on the Nature of the Project; Must be listed in quote
	<i>ex: Cabinets, removal of materials and other services related to a project but not covered above.</i>	
Flooring		
	Labor Rate (per hour)	N/A
	Delivery Charge	N/A
	Installation Rate	N/A
	Product Types & Prices (Please specify below)	N/A
	<i>ex: Laminate flooring (see above)</i>	
	Other General Labor Rates & Services (Please specify below)	Depends on the Nature of the Project
	<i>ex: Facility Repairs & Maintenance; small in scope.</i>	

- i. Additional Costs: Expedited Shipping – actual cost will be separate line item
 Shipping – Actual cost – separate line item
 Taxes- (not sales tax, University is tax exempt) Applicable % of total job.
 - c. Pricing Accuracy: Supplier shall make reasonable efforts to ensure that Supplier charges the University accurate pricing for 100% of University’s order. Supplier shall take the following steps to self-audit Supplier’s pricing: compare invoices to quote.
 - d. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
6. Ordering & Delivery: n/a
7. Cancelling Orders: n/a
8. Restocking Fees: n/a

9. **Warranty:** n/a

10. **Shipping:**

- a. **Arrangement:** Supplier will arrange shipping goods to the University's specified locations.
- b. **Costs:** University will pay, must be listed on quote.
- c. **Insurance:**
- d. **Third-Party Carrier:** n/a
 - i. **Reporting Damages:**
 - ii. **Declared Value:**
- e. **Title:** The University takes title to the goods upon University's physical receipt of goods or when project is completed.
- f. **Damages:** Supplier is responsible for all damages that occur during shipment, regardless of cause, until the University takes title to the goods. The University may inspect the goods at any time from the point that University takes title to 4 business days later. Within the 4 business day period, the University may reject any goods without penalty by providing Supplier notice.

11. **Returns:** n/a

12. **Refunds:** n/a

13. **Insurance:** During the term of this agreement, Supplier shall maintain the insurance coverage stated in Schedule 1.

14. **Licenses:**

- a. **Contractor's License:** See Schedule 2
Supplier or any sub-contractors who will perform the work must follow the state of Tennessee contractor's license requirements. Supplier shall consult with the University System Administration's Office of Procurement Services, if Supplier has any questions regarding licensing requirements.
- b. **Additional Licenses:** n/a

15. **Bonds:** n/a

16. **State Building Commission:** Multiple state of Tennessee regulations govern state property, including alterations to rooms, such as installing capital equipment. Accordingly, in the event that a University department requests a good or service from Supplier that is valued at \$100,000 or more when that good or service will alter the existing conditions of

university property, Supplier shall not proceed with the order until Supplier obtains the University System Administration's Office of Procurement Services approval to proceed.

17. Miscellaneous:

- a. Additional Goods or Services: The parties may mutually agree to add additional goods or services from Supplier.
- b. Invoice Format: Supplier's invoices must at least contain the following:
 - i. Billed to "The University of Tennessee"
 - ii. Itemized description of the goods or services purchased, including unit of measure and unit price
 - iii. Supplier's name and address
 - iv. Transaction date
 - v. Transaction total
- c. Payment:
 - i. Invoicing: Unless stated otherwise, the University initiates payment for materials or services upon receipt of all goods and services and receipt of an original, itemized invoice that reflects accurate contract prices. Invoices failing to itemize the order, reference the purchase order, or are undated may cause a delay in payment or rejection of the invoice.
 - ii. Late Payment: University's payment will not be considered late unless University pays later than 45 calendar days after receiving Supplier's invoice.
- d. Non-Exclusivity/No Required Quantities: The University will promote the use of this agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the Supplier. Also, this agreement does not obligate the University to make any purchases from Supplier.
- e. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
- f. Records; Audit:
 - i. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
 - ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
 - iii. Assistance: Supplier shall provide the University any documentation, access to information, or other assistance necessary for the University to ensure that the Supplier complies with its obligations under this agreement.

- g. Supplier Adherence to Agreement: Supplier may only sell goods or services listed in the University's purchase order. If Supplier sells items not listed in the University's purchase order, the University may terminate the purchase order immediately.
- h. No Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
- i. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- j. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
- k. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
- l. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
- m. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
- n. Severability: The parties intend as follows:
 - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- o. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.
- p. Debarment: Supplier hereby attests that the following are true statements:

- i. Supplier is not currently debarred by the U.S. federal government.
- ii. Supplier is not currently suspended by the U.S. federal government.
- iii. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.
- q. Fraudulent Orders: Supplier is solely responsible for ensuring that Supplier fulfills only legitimate orders. The University is not responsible for any fraudulent orders (for purposes of this agreement, “fraudulent orders” means any order that is not: (a) made by the University, or (b) for the University’s official use.

18. Background Checks, Premise Rules and Conduct:

- a. Background Checks:
 - i. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, “criminal conduct” means (a) that the person is listed on any state’s sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
 - ii. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
- b. Premises Rules: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and act in full compliance with, University’s rules, policies, and procedures (collectively referred to as “rules.”). For example, Supplier shall ensure that it complies with the University’s applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
- c. Conduct: Supplier will make reasonable efforts to ensure that Supplier’s employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University’s Office of Procurement Services any complaints about Supplier’s employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier’s employee emits smells that indicate that the individual consumed alcohol recently).

19. Force Majeure: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.

20. Notice:

- a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Supplier:

Steve Ward and Associates, Inc
7330 Cockrill Bend Blvd.
Nashville, TN 37209

University:

Legal notices only; do not send invoices to this address:

The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37921-5946
ATTN: Office of Procurement Services

Email: contracts@tennessee.edu

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

21. Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual

property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.

22. Modification; Waiver:

a. Modification:

- i. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
- ii. Only the University's authorized officials have the authority to bind the University.

b. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

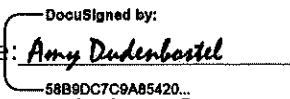
23. Compliance:

a. Conflicts of Interest:

- i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Agreement.
- ii. Supplier states that this Agreement is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

The parties are signing this agreement on the date listed in the introductory clause.

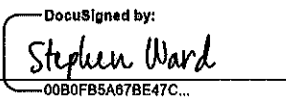
The University of Tennessee

Signature: 

Name: Amy Dudenbostel

Title: Buyer

Supplier

Signature: 

Name: Stephen Ward

Title: President

Schedule 1: Insurance

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements:** Supplier's policies shall include, or be endorsed to include, the following provisions:
 - a. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
 - b. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days' prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management
5723 Middlebrook Pike, Ste. 218
Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

3. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an "A.M. Best" rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

4. **Verification of Coverage:** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and

remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

5. **Subcontractors:** Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
7. **Waiver of Subrogation:** Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

8. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

Workers Compensation (WC):

Applicable Federal and State	Statutory
Aggregate	\$ 500,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability:

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

Builders Risk Policy:

The amount of the initial Contract Sum plus the value of subsequent contract modifications for the covered Project at the site on replacement cost basis.

Umbrella Liability:

Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

Contractor's Pollution Liability:

Each Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

Schedule 2: Contractor's License



Attn: STEPHEN WARD
STEVE WARD & ASSOCIATES INC.
7330 COCKRILL BEND BLVD
NASHVILLE, TN 37209

SWA
SEP 13 2019
RECEIVED



Allen Thacker

From: Mary Ann Riley
Sent: Tuesday, November 16, 2021 2:19 PM
To: Allen Thacker
Subject: FW: [EXTERNAL] Steve Ward PO
Attachments: PO # 5500008341.pdf; Response_SteveWardAssoc.pdf; Response_Superior Kitchens.pdf; RFQ-S Millwork & Carpentry.docx

Mary Ann Riley
Oak Ridge Schools Purchasing
304 New York Ave.
Oak Ridge, TN 37830
865-425-9005
orspurchasing@ortn.edu
mriley@ortn.edu

From: Dudenbostel, Amy <adudenb1@utk.edu>
Sent: Tuesday, November 16, 2021 10:53 AM
To: Mary Ann Riley <mriley@ortn.edu>
Cc: Shellist, Abbie <ashellis@utk.edu>
Subject: [EXTERNAL] Steve Ward PO

WARNING: This email originates from an external source. Do not open any links or attachments unless you recognize and trust the sender.

Hello Ms. Riley,

The University of Tennessee hereby grants permission to Oak Ridge City Schools to utilize the University's agreement with Steve Ward & Associates, which expires on 1/31/2025. The University procured this agreement via a competitive bidding process.

Please see the attached documentation. If you have any questions, please let me know.

Best Regards,

Amy Dudenbostel

Buyer
Procurement Services
The University of Tennessee
adudenb1@utk.edu
Phone: 865-974-8451



University of Tennessee Athletics Department

REQUEST FOR QUALIFIED SUPPLIERS (RFQ-S)

Millwork & Carpentry

Scope:

The University of Tennessee is soliciting the services of contractors for millwork and carpentry for various projects for the University of Tennessee Athletics Department. This proposal is not for any particular project, but rather a general solicitation so that agreements are in place when needs arise. The goal of this Request for Qualified Suppliers is to form a pool of vendors that any department on the campus may utilize if ever in need of fabrication or other machine shop services.

Communications:

Regarding the subject matter of this solicitation, respondents should communicate with Brad Briggs of the Tennessee Athletics Business Office at:

Brad Briggs
Tennessee Athletics Business Office
1600 Phillip Fulmer Way SW
Knoxville, TN 37996

Term:

The term of this agreement is to be for one (1) year, with the option to extend for additional one (1) year terms. Anticipated start date is to be **July 1, 2019**. Agreement will be extended upon mutual agreement from both parties.

Requirements:

The Athletics Department will assess each criteria below on a pass/fail basis: respondents must pass each criteria to qualify.

1. Licensure: The apparent successful Respondent must hold all necessary, applicable business and professional licenses. The University requires any and all Respondents to submit evidence of proper licensure upon request. If Respondent has a General Contractor's license, provide copy of license.

2. Compliance with Law: Respondent must be legally allowed to operate within the State of Tennessee.
3. Debarment: If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, they may not bid on any of the University's solicitations until they are no longer debarred. In the event that the University determines that the Respondent is debarred by, the U.S. federal government or by any U.S. state government, the University will disqualify Respondent's bid.
4. Insurance: The successful Respondent must provide and maintain a commercial general liability policy. The policy must provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. The University must be named as an additional insured on any related policy. The successful respondent must maintain workers' compensation coverage or a self-insured program as required by Tennessee law. The University must be provided with a Certificate of Insurance before any resulting purchase orders can be issued.

Number of Awards:

The University intends to award this solicitation to **2 respondents** subject to the services and needed, unless Athletics deems it to be in its best interest to award to fewer, or more, respondents. The Athletics Department retains sole discretion over this decision, and solicitation is non-exclusive based on the variation of specific needs that are undeterminable.

Timeline:

Publication Date	
Deadline for Questions	
Bidder Submission Due Date	
Selection of Bidder(s)	

Note that the Athletics Department reserves the right to change these dates. All times are quoted in Eastern Time.

Acceptance and Rejection of Proposals:

The Athletics Department may accept or reject any proposals that, in its opinion, is in the best interests of Athletics. The Athletics Department may re-solicit proposals, or to continue with the current supplier for these services. Athletics may also waive minor variances or immaterial

defects in a response. Athletics may also accept any item in the bid, unless otherwise specified by the Respondent.

Cost Proposal:

Please provide prices for the following products and services below:

<u>Product/Service</u>		<u>Price</u>
Millwork		
	Labor Rate (per hour)	
	Delivery Charge	
	Installation Rate	
	Product & Additional Service Prices (Please specify below)	
	<i>ex: Cabinets</i>	
Flooring		
	Labor Rate (per hour)	
	Delivery Charge	
	Installation Rate	
	Product Types & Prices (Please specify below)	
	<i>ex: Laminate flooring</i>	
Other General Labor Rates & Services (Please specify below)		
	<i>ex: Facility Repairs & Maintenance</i>	

General Questions:

1. How long have you been in business? Describe your form of business (individual, corporation, etc.) and location.
2. Describe the scope of services your business performs.
3. How do you handle rush/emergency requests?
4. Have you ever failed regulatory inspections? Describe.
5. What types of raw materials do you carry and will you provide discounts?



Request for Qualified Suppliers (RFQ-S)

Title	Millwork and Carpentry Services
Solicitation #	UTKnoxville: 1647730
Publication Date	10/28/2019
Due Date	11/08/2019 2 pm Eastern

Respondent's information:

Company Name	Steve Ward & Associates
Representative's Name	Lizz Wetherall
Representative's Email	lizz@swainc.com
Representative's Phone #	484 560 0846

Section A: Introduction and Basic Information

1. **Purpose and Scope:** The University of Tennessee is soliciting the services of contractors for millwork and carpentry projects for departments in the Knoxville area. This proposal is not for any particular project, but rather a general solicitation so agreements are in place when needs arise. The goal of this Request for Qualified Suppliers (RFQ-S) is to develop a pool of vendors that any department on campus may utilize if in need of millwork and carpentry.

2. **Communications:**

The following University office is managing this solicitation:

The University of Tennessee
Office of Procurement Services
5723 Middlebrook Pike
Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University's Office of Procurement Services. The primary contact person for this solicitation is listed below:

Solicitation Coordinator:
Name: Amy Dudenbostel
Title: Buyer
Email: adudenb1@utk.edu
Phone: 865-974-8451

If a respondent contacts anyone except the University's staff members listed above, the University may disqualify the respondent.

3. **Terms and Conditions:** By responding to this solicitation, the respondent agrees to the University's purchasing terms and conditions, which are attached in Schedule 1.

4. **Term:**

- a. The initial term of contracts resulting from this solicitation will be from 12/01/2019 to 11/30/2024
- b. There will be no extensions.

5. **Number of Awards:** The University intends to award this solicitation to multiple respondents. The University retains sole discretion over the number of awards.

6. **Extension of the Award:** Any organization (third-party entity) may purchase under this agreement, including other universities, local government agencies, and state-government

agencies (located in any state within the United States). The third-party entity may negotiate its own terms with the supplier

7. **Non-Exclusive:** The University will promote the use of any established contract; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the supplier. Also, an award does not obligate the University to make any purchases from the awarded respondent and the University may elect to award contracts or purchase orders for like products or services to multiple suppliers.

8. **Pre-Proposal Conference:**

Mandatory Pre-Proposal Conference: The University will hold a mandatory pre-proposal conference on 10/31/2019 at 10 am at the Office of Procurement Services, 5723 Middlebrook Pike, Knoxville, TN 37921. The University will only evaluate proposals from Respondents that attend the mandatory pre-proposal conference.

9. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Publication Date	10/28/2019
Mandatory Pre-Proposal Conference	10/31/2019 10 am
Deadline for Questions	11/04/2019
Bidder Submission Due Date	11/08/2019 by 2 pm Eastern

Section B: Instructions and Evaluation Criteria

1. **Assistance to Respondents with a Disability:** In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Proposal Submission:** Respondent must enter their responses in the Word Document and proposals must be submitted electronically through the University's electronic procurement system in accordance with these directions:
 - a. Respondents must not include any cost information in the Technical Proposal.
 - b. Respondent's proposed cost must remain firm for a period of at least 120 days

- from the University's notice of intent to award.
- c. The University will not accept late bids.

3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure. . Further, if the respondent includes confidentiality notices on its response to this solicitation, the respondent understands that such notices are not binding on the University. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Presentations**: The University may invite some, or all, respondents to provide presentations (whether online or in person). If the University invites some, but not all, of the respondents, the University will not score the cost proposals for the non-invited respondents.
8. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the "Communications" subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
9. **Addenda**: The University will make reasonable efforts to ensure that all respondents have

the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.

10. **Evaluation of Technical Responses:**

The University will use the following scoring criteria:

Evaluation Criteria	Maximum Points Possible
Mandatory requirements	Pass/Fail
General and Technical qualifications	1,000

11. **Cost Proposal:** The Office of Procurement Services will evaluate the respondents' respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and respondent.

12. **Award:** This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

13. **Notice of Intent to Award:** After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

Section C: Technical Response

Instructions: For Respondent’s proposal, use this Word document to provide the required information. Respondents must complete each item in order. The University may disqualify incomplete proposals.

1. Mandatory Requirements:

The University will assess each criteria below on a pass/fail basis: respondents must pass each criteria to qualify.

- a. **Insurance Requirements: attach proof of insurance with your response. Please see attached.**

Workers Compensation (WC):

Applicable Federal and State	Statutory
Aggregate	\$ 500,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability:

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

Builders Risk Policy:

The amount of the initial Contract Sum plus the value of subsequent contract modifications for the covered Project at the site on replacement cost basis.

Umbrella Liability:

Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

Contractor’s Pollution Liability:

Each Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Builders Risk, Umbrella, and Contractor’s Pollution Liability policies. A

Waiver of Subrogation applies to Workers Compensation and the General, Automobile, Builders Risk, Umbrella, and Contractor's Pollution Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

A201 General Conditions Article 11.1.5 – All insurance to be purchased and maintained by the Contractor under this Article 11 shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

Please note: The Builder's Risk policy requirement will be addressed for individual jobs.

- b. **Contractor's License:** Tennessee General Contractor's license required. Attach copy with your response. **Please see attached.**
- c. **Background Checks:** If the University makes an award to Respondent, Respondent will comply with the following if applicable to the nature of the service provided by Respondent:

Every employee that a Supplier places in service on the campus of the University must undergo a criminal background check by the University at the Supplier's expense. The minimum requirements for a background check are: a verification of identity, a check of the national sex offender registry and the Tennessee felony offender database, and federal and local criminal records checks. The University reserves the right to reject any employee of a Supplier based on information obtained through the background check. With advance approval of the University's Human Resources department, the University will permit a Supplier to conduct its own background checks. Background checks performed by a Supplier must meet the University's minimum requirements listed above, and the Supplier must inform the University about any criminal history for any person who will be working on campus.

2. **General Information**

- a. Detail the name, e-mail address, mailing address, and telephone number of the person the University will contact regarding the response.

Response: **Lizz Wetherall, lizz@swainc.com, 320 Nancy Lynn Lane, Suite 9, Knoxville, TN 37919, 484 560 0846**

- b. Detail the number of years the Respondent has been in business and how long Respondent has provided the goods or services required by this solicitation.

Response: Steve Ward & Associates has been in business for 40 years and has been providing millwork and casework since that same year of 1979.

- c. Describe the Respondent's number of employees, client base, and location of offices.

Response: Steve Ward & Associates has about 60 employees and serves many clients in the K-12, higher education, and healthcare sectors and beyond. We currently have offices in Nashville and Knoxville, Tennessee, but have a presence across the entire southeastern United States.

- d. Provide at least 3 references, preferably from higher education institutions, for which the same services are being utilized. Include, at a minimum, the following: business name; contact name; phone number; email address; and brief description of the scope, length, volume and status of the business relationship.

Response: See attached.

- e. Provide a statement explaining any mergers, acquisitions, or change of control of the Respondent within the last 10 years. Provide a statement explaining any planned mergers, acquisitions, or changes of control.

Response: There are no planned mergers or changes of control. In the last 10 years, ownership of SWA has been obtained by Andrew S. Ward, CEO and Stephen W. Ward, Jr., President from Stephen W. Ward, Sr., Founder.

- f. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this solicitation (prior experience, training, certifications, resources, program and quality management systems, etc.).

Response: Steve Ward & Associates has 40 years of prior experience as a company and a lot of experience with the University of Tennessee. Most recently completed is the Ken & Blaire Mossman Building where SWA was responsible for the manufacture and installation of much of the millwork trim in the lobby, the custom built-in benches and millwork, the Marlite wall panel systems in the lobby, common spaces, and lecture hall, the lecture room tables, and much for the other millwork and casework items. Another project recently completed for UT Knoxville was Phase 2 of the University Center. SWA was responsible for the Marlite panels all down the corridors and common spaces, and in the lecture hall, and multipurpose rooms, the lecture hall tables, the built-in display cases,

the auditorium chairs, recycling stations, and many other casework and millwork items. SWA is an AWI member and will provide casework, millwork, and installation per AWI standards. Customer satisfaction is our highest priority.

- g. Provide a list of the names of key people who the Respondent will assign to meet the Respondent's requirements under this solicitation. Include a resume for each of the people listed.

Response: See attached for a list of key individuals showing the years of experience. Key team members are listed on our website as well. See <https://swainc.com/about>

- h. Describe if Respondent will need to subcontract any work required by this solicitation.

Response: SWA utilizes not only payroll installation staff but when needed, subcontracted installation crews.

- i. Provide documentation of the Respondent's commitment to diversity and indicate if Respondent is registered with the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265> for more information.

Response: It is our policy to provide equal employment opportunity to all individuals. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy, and believe in the concept and the spirit of the law. We are not registered with the Go-DBE.

- j. Describe Respondent's current contracts with the University, the state of Tennessee, Tennessee Board of Regents schools, or other colleges or universities within the state of Tennessee. Describe any such contracts within the previous 5 year period.

Response:

UT UNV Ctr PH2 – millwork/mixed furniture; UT Martin Selmer – fume hood UT Neyland Stadium East Club – chairs; TSU Health Science Bldg – millwork/finish carpentry Vol State Comm College Warf Science – Arch Woodwork Walter State Comm College; plastic laminate casework
--

- k. Describe any current or pending litigation against Respondent. Disclose any past criminal offenses, civil proceedings, debarments, or suspensions involving Respondent's officers or directors, or individuals Respondent will assign to meet the Respondent's requirements under this solicitation.

Response: In an amended complaint against The Comedy Barn Theater filed in Circuit Court for Sevier County, Tennessee, Steve Ward & Associates has been named as an additional defendant. An answer to the complaint will be filed no later than 05/22/2018.

- I. If proposed solution is offered as a SAAS (Software-as-a-Service) cloud hosted solution, you must include a completed HECVAT FULL Version Questionnaire (<https://www.ren-isac.net/public-resources/hecvat.html>) with your proposal. If proposed solution is offered as on on-premise, locally hosted platform, describe technical requirements and the technical environment for the use of your software. Provide the minimum hardware and software specifications for networking & security, server, database and client that are required to install and run the application. Specify any physical requirements, including space needs, UPSs, electrical power, cooling, etc. Include specifically which application requires or is recommended to run on a separate database (e.g. online reporting, Dashboards, Reporting). Include other third-party licensing requirements. Include all requirements for a virtual server environment. Include all requirements for backup recommendations.

Response: Not applicable

- m. If the proposed solution is software or another technology resource that will be used by the University's students, or members of the general public (such as walk-in library patrons), respondents must provide a VPAT2, or a VPAT respondent does not have a VPAT2. See this website for more details:
<https://www.section508.gov/sell/vpat>

Response: Not applicable

3. **Technical Specifications:**

- a. Describe the scope of services that your business performs.

Response: Division 6 & 12

- b. How do you handle rush/emergency requests?

Response: We do the best of our ability to accommodate the request. We provide custom, made-to-order casework, so we are restricted to manufacturing lead times.

c. Have you ever failed regulatory inspections? Describe.

Response: No. Not to our knowledge.

d. What types of raw materials do you stock, and will you provide discounts?

Response: We stock plywood, particleboard, and other wood sheetgood products, but will not sell raw material.



Section D: Cost Proposal

The cost proposal must be in US dollars and must include all possible costs to the University. Please submit this part of the proposal as a separate document from the rest of the proposal

Please provide prices for the following products and services below: (You may add lines if needed)

<u>Product/Service</u>		<u>Price</u>
Millwork		
	Labor Rate (per hour)	\$75
	Delivery Charge	Depends on the Nature of the Project
	Installation Rate	Depends on the Nature of the Project
	Product & Additional Service Prices (Please specify below)	Depends on the Nature of the Project
	<i>ex: Cabinets, removal of materials and other services related to a project but not covered above.</i>	
Flooring		
	Labor Rate (per hour)	N/A
	Delivery Charge	N/A
	Installation Rate	N/A
	Product Types & Prices (Please specify below)	N/A
	<i>ex: Laminate flooring (see above)</i>	
	Other General Labor Rates & Services (Please specify below)	Depends on the Nature of the Project
	<i>ex: Facility Repairs & Maintenance; small in scope.</i>	

Schedule 1
Purchasing Terms & Conditions v3.5

Terms That Govern the Bid Solicitation Process

By submitting a bid, the respondent agrees to the following terms and conditions that govern the bid solicitation process:

1. **Submitting Bids:** All respondents must submit their responses electronically, unless the University specifies otherwise. It is the respondent's responsibility to ensure that its bid is submitted in the University's electronic software purchasing system before the applicable deadline. Assistance for submitting bids can be obtained through our third party provider ESM Solutions' Customer Support at 1-877-969-7246 or at info@esmsolutions.com during normal business hours. It is the respondent's responsibility to learn how to use the system. Respondents must submit all applicable and required documents with their bid. A respondent may not submit additional or supplemental documents or amend its bid after the bid deadline. Also, bids not received by the University in the manner specified and by the time specified will not be considered.
2. **Questions/Interpretations:** If any respondents find discrepancies in, or omissions from, the University's solicitation documents, or be in doubt as to their meaning, the respondent must notify Procurement Services in writing (email is acceptable) no later than 5 business days prior to the bid response deadline. Procurement Services will reply to respondent's inquiries via written addendum and will publish this addendum with the bid documents to all prospective bidders, unless Procurement Services exercises its discretion to reply only to the respondent. It is the respondent's responsibility to ensure that Procurement Services has received respondent's questions, and to check the electronic bidding system to see if Procurement Services has issued any amendments or addenda.
3. **Time of Acceptance:** If a respondent fails to state a time within which a bid must be accepted, respondent acknowledges that its proposal shall remain valid for 120 calendar-days beyond the bid opening date, or until 30 days after the date that any protest is resolved, whichever is longer, and the University may accept the proposal at any time within that time period.
4. **Authority to Bind:** Respondent's representative states that they have authority to respond to the University's bid on behalf of respondent.
5. **Confidentiality:** The University will not sign non-disclosure or confidentiality agreements related to respondent's response to any bid. Tennessee law limits the University's ability to withhold records from public disclosure. Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure. The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will not be bound by such notices. Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.
6. **Brand Names/Alternative Products:** Unless specified "No Substitutes," any catalog brand name or manufacturer's reference used in the bid is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced

specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the products offered. If the respondent fails to submit the required documentation, the bid may be rejected. The University may determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the respondent to supply additional descriptive material. The respondent guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the respondent takes no exception to the specifications or referenced data in the bid, respondent will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

7. **Tax Exemption:** The University is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request and these taxes should not be included in the respondent's bid prices.
8. **Compliance with Laws:** Respondent shall comply with all applicable laws, regulations, and University policies.
9. **Indemnification:** Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent's bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent's bid. Respondent's indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted against the University based upon respondent's bid or any materials, goods or services furnished by the respondent.
10. **University's Liability:** The University's liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement which contains a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.
11. **Use of University Intellectual Property:** Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.
12. **Authorized Dealer:** Respondent must be an authorized dealer of any goods or services sold to the University. If requested, the respondent must provide an authorization letter from the original equipment manufacturer. Failure to do so may result in the bid being disqualified or the award being canceled.
13. **Sales Data:** Upon request, the respondent agrees to furnish the University a summary of sales made under the agreement. This data may include: delivery date, department name, invoice date, invoice number, item description, list price, method of payment, net

price, order date, order method, quote number and manufacturer part number. The University may terminate the award if this information is not provided in a reasonable time period.

14. **Irrevocable Waiver**: By responding to the solicitation, respondent hereby irrevocably waives any claims against the University's trustees, officers, employees and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondent and their successors, heirs and assigns. The University and the respondent state that this clause is material to this bid.
15. **Collusion, Conflict of Interest and Debarment** : When submitting a bid, the respondent certifies the following:
 - a. The respondent prepared and arrived at its bid independently and there was not any collusion between respondents. The respondent agrees not to discuss or reveal its bid to anyone until after the award is made.
 - b. No funds resulting from this award will be paid either directly or indirectly to any University employees, their spouses or dependent children. This prohibition applies for up to six months after they terminate their employment with the University.
 - c. All potential conflicts of interests will be disclosed in the bid response including if any owners of respondent are related to any University employee, their spouse, or dependent children.
 - d. The respondent is not presently debarred, proposed to be debarred, suspended, or declared ineligible for covered transactions by any federal agency or department.

If the University determines that the respondent failed to disclose or incorrectly disclosed information related to any of the four statements listed above, the University may consider any such actions to be grounds for response rejection or award termination, regardless of the time of detection

17. **Equipment**: Unless the University states otherwise in its specifications, all bidders must quote prices for new equipment. If a Respondent fails to quote prices for new equipment and the University accepts the order, Respondent will be liable for providing the University with new equipment at no extra costs to the University. If the University's specifications allow for used equipment, Respondent must list the equipment's date of manufacture, number of previous owners, condition, maintenance and repair history, and any other relevant information. University may inspect any used equipment before purchasing the used equipment.

Terms That Govern the Bid Evaluation Process

By submitting a bid, the respondent agrees to the following terms and conditions that govern the University's evaluation of respondents' bids:

1. **Acceptance and Rejection of Bids:** The University may accept or reject any bids when, in its opinion, such action is in the best interests of the University. In such circumstances, the University may re-solicit bids or to continue with the current supplier for these services.
2. **Discretion:** All decisions regarding a bid, including the award, are within the University's sole discretion. The University may award to respondent other than the highest scoring or lowest costs. For clarity, as used in these General Bid Conditions the word "may" means "sole discretion."
3. **Multiple Awards:** The University may award this solicitation to multiple respondents.
4. **Inspection of the Bid File:** During the open file period, the bid file is open to inspection to all respondents. The file becomes public record after the solicitation has been awarded.
5. **Protest Procedure:** Any respondent wishing to protest a decision must do so in accordance with the University's procurement policy (http://policy.tennessee.edu/fiscal_policy/fi0405/). The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

Terms That Govern the Award

By submitting a bid, the respondent agrees that the following terms and conditions will govern any award issued by the University. Terms attached to a University purchase order supersede the terms below:

1. **Additional Goods or Services:** The University may add supplier's additional goods or services as mutually agreed.
2. **Termination:** Notwithstanding any other cancellation provision, the University may cancel its agreement in whole or in part, by giving no less than 30 days' prior written notice. If the respondent fails to perform properly its obligations under this award or violates any term of this award, the University may terminate this agreement immediately and withhold payments in excess of fair compensation for completed services.
3. **Delivery:** The title and risk of loss for the goods will only pass to the University when the University actually receives the goods. The supplier must assume all responsibility for damage in transit. Any claim for loss of damage incurred during delivery will be between the respondent and the carrier. It is the supplier's responsibility to prevent shipments from being late and any additional charges for expedited delivery, shipments being routed to a point other than the one specified on the purchase order, special handling, or back orders will be incurred by the supplier.
4. **Inspection:** In the event of a dispute between the supplier and the University about the items supplier provides to the University, the University has sole and absolute discretion to determine whether the supplier's shipment conforms to the University's order. Supplier shall pay all costs for the University to return the rejected goods or

replace missing goods. The respondent shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. When University staff sign for a shipment, the signature does not constitute "acceptance." Rather, the signature is only acknowledgement of receipt.

5. **Invoicing and Payment:** Unless stated otherwise, the University initiates payment for materials or services upon receipt of all goods and services and receipt of an original, itemized invoice that reflects accurate contract prices. Invoices failing to itemize the order, reference the purchase order, or are undated may cause a delay in payment or rejection of the invoice.
6. **Cooperative Procurement:** If this bid resulted from a competitive bid process, any organization (third-party entity) may purchase under this agreement. The third-party entity may negotiate its own terms with the supplier.
7. **Non-Exclusivity:** The University will promote the use of any established agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the supplier. Also, an award does not obligate the University to make any purchases from the awarded respondent and the University may elect to award contracts or purchase orders for like products or services to multiple suppliers.
8. **Assignment:** This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
9. **Records; Audit:**
 - a. **Records:** Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
 - b. **Audit:** During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
 - c. **Assistance:** Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.
10. **Adherence to Agreement:** Supplier may only sell goods or services listed in the University's purchase order. If respondent sells items not listed in the University's purchase order, the University may terminate the purchase order immediately and without advanced notice.
11. **No Third-Party Beneficiaries:** There are no third-party beneficiaries to this agreement.
12. **Iran Divestment Act:** The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
13. **Illegal Immigrants:** In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal

immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

14. **Tennessee Department of Revenue:** In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
15. **Background Checks:**
 - a. **General Obligation:** Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
 - b. **Prompt Background Checks:** If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or subcontractor.
16. **Governing Law:** The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
17. **Severability:** The parties intend as follows:
 - a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
18. **No Automatic Renewal:** Any terms included in Supplier's documentation that attempt to renew the agreement automatically do not apply to the University.
19. **Entire Agreement:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.
20. **Compliance:**
 - a. **Conflicts of Interest:**
 - i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Contract

- ii. Supplier states that this Contract is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

Schedule 2 Cost Disclosure Form

Please indicate whether your company will charge the University any of the following costs. If you fail to disclose a cost, the University will not pay for the cost.

	Yes	No	State how fee will be calculated	State how the fee will appear on the invoices
Cleaning Fees	N/A	N/A	This is not in our scope of work.	
Commissions		X		
Customs/International Fees		X		
Dealer Fees		X		
Deposits			Need More Information to Answer	
Documentation Fees		X		
Hazardous Material Fees		X		
Hourly Fees	X		Installation Charges	See Labor/Installation
Labor/Installation	X		Hourly / Job Specific	Separate Line Item
Processing Fees		X		

Profit	X		Percentage of Total Job	Lumped Into Total Cost
Restocking		X		
Expedited Shipping	X		Total Cost of Expedited Shipping	Separate Line Item
Service Fees			Need More Information to Answer	
Shipping/Freight/Logistics	X		Total Cost of Shipping	Separate Line Item
Surcharge			Need More Information to Answer	
Taxes Applied	X		Percentage of Total Job	Separate Line Item
Transaction Fees		X		
Travel (if yes, see below)		X		
Any Other Fee not stated above	N/A	N/A		

Travel: select one

Flat Fee	
Reimbursed per UT Travel Policy UT Travel Policy	

For any fee not disclosed above, you must describe the fee:

Name of Fee	How will you calculate the fee	How the fee will appear as a line item

Schedule 3

Shipping Information Form

1. **Seller's legal name:** Steve Ward & Associates Inc.
2. **Describe at what point the University assumes risk of loss:** Once product is unloaded from the delivery truck and received in the space.
3. **Describe at what point title of the goods transfers to the University:** N/A
4. **Carriage:**
 - a. Which party is responsible for loading the goods on the mode of transportation used to deliver the item to the University? Seller
 - b. Which party is responsible for **arranging** a carrier to retrieve shipment from seller and deliver to buyer? Seller
 - c. Who is responsible for **paying** all shipping costs? Buyer
5. **Drop-Shipping:** Will seller drop-ship any items to University? Yes
If yes: who is responsible for risk of loss during transit? University
6. **Insurance:**
 - a. Does seller insure the goods during transit? Yes
 - i. If yes:
 1. Who is beneficiary of the insurance? Seller
 2. What does insurance cover? Amount buyer paid
 3. What is the deductible? \$2,500
 4. Who pays deductible? Seller
 5. What is the mark-up or extra fee that supplier charges? Steve Ward & Associates does not mark up freight.
 6. Which insurance provider issues the policy? Continental Casualty Company
 - b. If seller will ship via a carrier, will seller declare the value of the item to the carrier? Yes
7. **Duties and Taxes:** Who is responsible for paying duties and taxes on the shipment? Buyer
8. **Damages:**
 - a. Who is responsible for damages to the goods during transit? Carrier/Shipper
 - b. How does the University report damages? Fill out Carrier/Shipper's Shipment Damage Claim form
 - c. To whom does the University report damages? Carrier/Shipper
 - d. Within what time frame must the University report damages? 24-48 hours, depending on the Carrier/Shipper

Please note that the University's preferred shipping terms are as follows:

- **Arrangement:** Supplier will arrange shipping goods to the University's specified locations.
- **Title:** The University takes title to the goods upon University's physical receipt of goods.
- **Damages:** Supplier is responsible for all damages that occur during shipment, regardless of cause, until the University takes title to the goods.
- **Inspection and Rejection:** The University may inspect the goods at any time from the point that University takes title to 14 calendar days later. Within the 14-day period, the University may reject any goods without penalty by providing the Supplier notice.

Schedule 4 Draft Contract

Schedule 4 contains a draft contract. The University will enter into negotiations with respondents that win an award through the solicitation process. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University's discretion, and the draft is for review purposes only.

The University of Tennessee Standard Payable (UT Pays Supplier) Agreement

This standard accounts payable agreement is dated _____ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee ("University"), and _____ ("Supplier").

The parties agree as follows:

A. Term and Termination:

1. Term: The term of this agreement begins on Click or tap to enter a date. and ends on Click or tap to enter a date..
2. Termination:
 - i. For Cause: If Supplier materially breaches this agreement, University may terminate this agreement immediately.
 - ii. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days' prior notice.
 - iii. Work: If University terminates this agreement, upon receipt of University's notice of termination, Supplier shall immediately stop all work under this agreement.
3. Scope: See Schedule 1.

B. Financial:

1. Compensation: See Schedule 1.
2. Invoices:

- i. Required: Unless the University elects to submit a payment request through the University's accounts payable process on Supplier's behalf, Supplier shall invoice the University.
- ii. Invoice Contents: Supplier must include the following information on its invoices under this agreement:
 - 1. Addressed to the University;
 - 2. Invoice number (assigned by Supplier);
 - 3. Invoice date;
 - 4. Transaction date;
 - 5. Supplier name;
 - 6. Supplier contact for invoice questions (name, phone, or email);
 - 7. Supplier remittance address;
 - 8. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - 9. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - 10. Amount due for each compensable unit of good or service; and
 - 11. Total amount due for the invoice period.
- iii. Late Payment: University's payment will not be considered late unless University pays later than 45 calendar days after receiving Supplier's invoice.

3. Records; Audit:

- i. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
- ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
- iii. Assistance: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.

C. Compliance:

1. Conflicts of Interest:

- i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent,

employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Contract

- ii. Supplier states that this Contract is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.
2. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
3. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
4. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
5. Debarment: Supplier hereby attests that the following are true statements:
 - i. Supplier is not currently debarred by the U.S. federal government.
 - ii. Supplier is not currently suspended by the U.S. federal government.
 - iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.
6. Background Checks: This clause applies if Supplier will provide services on the University's property.
 - i. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.

- ii. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
 - 7. Premises Rules: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in act full compliance with, University's rules, policies, and procedures (collectively referred to as "rules."). For example, Supplier shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
 - 8. Conduct: Supplier shall make reasonable efforts to ensure that Supplier's employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University's Office of Procurement Services any complaints about Supplier's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier's employee emits smells that indicate that the individual consumed alcohol recently).
- D. Insurance: Supplier shall comply with Schedule 2 (Insurance).
- E. General:
- 1. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
 - 2. Independent Supplier: The parties intend for their relationship to that of independent contractors. Supplier acknowledges that it is not an employee of University.
 - 3. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
 - 4. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
 - 5. Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized

official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.

6. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
7. Severability: The parties intend as follows:
 - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
8. Amendment; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
9. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
10. Force Majeure: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
11. Notice:
 - i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
 - ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Supplier:

[add notice address here]

University:

[add department's address and contact info]

Legal notices only; do not send invoices to this address:

The University of Tennessee

5723 Middlebrook Pike

Knoxville, TN 37921-5946

ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: contracts@tennessee.edu

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
- F. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

The University of Tennessee

Signature: _____

Name: _____

Title: _____

Supplier

Signature: _____

Name: _____

Title: _____

DRAFT

Schedule 1: Scope and Financial

1. Scope:
2. Compensation:
3. Travel: [UT has four options: (a) University will not reimburse Supplier for travel costs; (b) Supplier's rate includes travel; (c) University will compensate Supplier a mutually agreed, flat-rate for travel; or (d) University will reimburse Supplier under University travel policy]

DRAFT

Schedule 2: Insurance

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements:** Supplier's policies shall include, or be endorsed to include, the following provisions:
 - a. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
 - b. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days' prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management
5723 Middlebrook Pike, Ste. 218
Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

3. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an "A.M. Best" rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
4. **Verification of Coverage:** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance

policies as required by this contract or to provide evidence of renewal is a material breach of contract.

5. **Subcontractors:** Supplier's certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
7. **Waiver of Subrogation:** Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

8. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

Workers Compensation (WC):	Statutory Limits – required in all contracts
Employers' Liability Each Accident	\$ 100,000
Employers' Liability Disease – each employee	\$ 100,000
Employers' Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	\$ 1,000,000



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



STEVE WARD & ASSOCIATES INC

359619

ID NUMBER: 20873
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2021

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn:STEPHEN WARD
STEVE WARD & ASSOCIATES INC
7330 COCKRILL BEND BLVD
NASHVILLE, TN 37209

SWA
SEP 13 2019
RECEIVED

State of Tennessee

359619 11801967

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

STEVE WARD & ASSOCIATES INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 20873
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2021
UNLIMITED; BC-2; BC-7



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
- B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

000007

00020047386390030004737141451



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

000007

000200473963900004737141312



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

000007

000200473668900004737141313



**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

000007

000204738639030004737141441



CNA74705XX (1-15)

Page 1 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date: 01/01/2019

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) Is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- In the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, **offense** or **claim** only when the **occurrence**, **offense** or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, **offense** or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, **offense** or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, **offense** or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

CNA74705XX (1-15)

Page 7 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:



**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such claim seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

CNA74705XX (1-15)

Page 9 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:

000007

002004736690030004737141445



**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**I.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;**
- b. Nurse;**
- c. Nurse practitioner;**
- d. Emergency medical technician;**
- e. Paramedic;**
- f. Dentist;**
- g. Physical therapist;**
- h. Psychologist;**
- i. Speech therapist;**
- j. Other allied health professional; or**

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees are Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

000007

00020047386900004737141446



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

000007

0020047385300004737141447





CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B -Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE - ELEVATORS

A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

000007

0002004736639030004737141448



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (Including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

000007

000200473669000004737141449



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AL, AR, CO, GA, MS, MN, NV, NC, OK, SC and WV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of LA, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of MO, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z91-527584-019

Effective Date

Premium \$

Issued to Steve Ward & Associates Inc.



MAJOR EDUCATIONAL JOBS COMPLETED

PROJECT	OWNER	ARCHITECT	GENERAL CONTRACTOR	CONTRACT AMOUNT	COMPLETION DATE
Stewarts Creek HS, Smyrna, TN casework, millwork, bleachers	Rutherford Co BOE	Binkley Garcia	Robert S. Biscan/Jim Coleman P: 615.371.8432 jcoleman@biscanconstruction.com	1,472,276	2013
UT Translational Science Memphis, TN - casework	University of TN	Hnedak/Horrell	Webb Building	1,464,184	2014
Vanderbilt Halls at Kissam Nashville, TN/p-lam casework	Vanderbilt University	Goody Clancy	Brasfield Gorrie/Scott Copeland Scopeland@Brasfieldgorrie.com P: 615.313.2900 F: 615.313.2901	2,115,661	2014
MTSU Science, Murfreesboro, TN lab casework/fume hoods	MTSU	Thomas Miller Partners	Turner /Dustin Hodges/dhodges@tcco.com P: 615.231.6300 F: 615.231.6301	5,415,021	2014
Southwest TN Comm College Nursing Biotech-Memphis, TN/seating	TN Board of Regents	Fleming Assoc.	W. G. Yates & Sons/Ben Tarver P: 901.761.0010	408,629	2014
Alcoa HS, Alcoa, TN plastic laminate casework	Alcoa BOE	The Lewis Group	Merit Construction/Steve Heatherly sheatherly@meritconstruction.com	444,245	2015
Crestview Elem, Springfield, TN casework & millwork	Robertson Co BOE	Kaatz Binkley Jones Morris	Robert Biscan Construction/Jim Coleman P:615.376.2101	454,761	2015
Rhodes College, Memphis, TN lab casework/fume hoods	Rhodes College	Hanbury Evans Wright Vlatka	Grinder Taber Grinder/Fred Grinder P: 901.767.2400	802,112	2015
Upperman Middle, Baxter, TN music/lab casewk; seating/bleachers	Putnam Co BOE	Red Chair	R. G. Anderson - Ralph Lee - P: 615.329.1789	845,000	2015
Broward College Science Bldg. Pembroke Pines, FL/p-lam casework	Broward College	Leo A. Daly	Pirtle Construction Co/James Ross P: 354.343.5307 jross@pirtleconstruction.com	1,031,835	2016
UT University Center Phase 1 Knoxville, TN - wall paneling plastic laminate casework	University of TN	BMA/MHM	Rentenbach Constructors, Inc. Nick.lawrence@rentenbach.com Nick Lawrence P: 865.546.2440	1,074,798	2016
Raymond James Stadium Tampa, FL-wall paneling	Tampa Bay Buccaneers	Wagner Murray	Manhattan Const/Jeff Day P: 813.675.1960 jday@manhattanconstruction.com	139,502	2016
Beech HS, Hendersonville, TN finish casework and millwork	Sumner Co, TN	KBJM	Biscan Const/Jim Coleman P: 615.472.7267 jcoleman@biscanconstruction.com	492,581	2016
TN School for the Deaf Knoxville, TN- casework	State of TN	The Lewis Group	Rentenbach Constructors-Justin Hall P: 865.243.3120 - justin.hall@rentenbach.com	342,716	2017
Garrison K8-Savannah, GA Marlite & seating	Savannah Chatham Public Schools	Greenline Architecture	Lavender & Assoc. - Nathan Overstreet P: 912.489.4677 - LAVoffice@frontiernet.net	226,761	2017
St. Johns Cty K8-Ponte Vedra, FL lab casework	St. John's County	Harvard Jolly	Charles Perry - Hunter Pruitt P: 904.886.9902 - hunter.pruitt@cpqi.com	242,393	2018
Hardin Valley Middle, Knoxville, TN casework	Knox County, TN	BMA	Denark Construction-Jeff Page P: 865.637.1925 - jpage@denark.com	406,202	2018



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



STEVE WARD & ASSOCIATES INC

359619

ID NUMBER: 20873
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2021

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn:STEPHEN WARD
STEVE WARD & ASSOCIATES INC
7330 COCKRILL BEND BLVD
NASHVILLE, TN 37209

SWA
SEP 13 2019
RECEIVED

State of Tennessee

359619 11801967

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

STEVE WARD & ASSOCIATES INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 20873
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2021
UNLIMITED; BC-2; BC-7



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2019

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 Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: Deborah Wooden PHONE (A/C, No, Ext): (615) 369-1569 E-MAIL ADDRESS: dwooden@bbtennessee.com FAX (A/C, No): (615) 385-8360																						
INSURED Steve Ward & Associates, Inc. 7330 Cockrill Bend Blvd. Nashville TN 37209		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td></td> <td>35289</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Company</td> <td></td> <td>23035</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B: The Continental Insurance Company		35289	INSURER C: Liberty Mutual Fire Insurance Company		23035	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A: Continental Casualty Company		20443																						
INSURER B: The Continental Insurance Company		35289																						
INSURER C: Liberty Mutual Fire Insurance Company		23035																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL18122035941**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

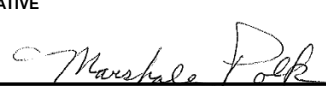
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	C1043388940	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EMPBN	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> AUTOS ONLY	Y	Y	C1043388954	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6056682702	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	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	WC2Z91527584019	01/01/2019	01/01/2020	<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)

Re: All jobs with the University of Tennessee, Knoxville, TN

The University of Tennessee, its Board of Trustees, officers, employees, agents and volunteers are named as Additional Insureds with respect to the General Liability and Auto Liability policies if required by written contract. General Liability, Auto Liability and Umbrella are primary and non contributory. A Waiver of Subrogation applies to General Liability, Auto Liability, Workers Compensation and Umbrella. A thirty day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

The University of Tennessee, Office of Procurement Services7 5723 Middlebrook Pike Knoxville TN 37921	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
- B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

000007

00020047386390030004737141451



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

000007

000200473963900004737141312



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

000007

000200473668900004737141313



**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

000007

000204738639030004737141441



CNA74705XX (1-15)

Page 1 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date: 01/01/2019

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) Is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- In the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily Injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, **offense** or **claim** only when the **occurrence**, **offense** or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, **offense** or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, **offense** or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, **offense** or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

CNA74705XX (1-15)

Page 7 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:



**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such claim seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

CNA74705XX (1-15)

Page 9 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:



**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**I.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;**
- b. Nurse;**
- c. Nurse practitioner;**
- d. Emergency medical technician;**
- e. Paramedic;**
- f. Dentist;**
- g. Physical therapist;**
- h. Psychologist;**
- i. Speech therapist;**
- j. Other allied health professional; or**

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees are Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

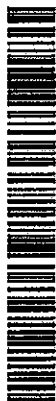
15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

000007

00020047386900004737141446



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

000007

0020047385300004737141447





CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B -Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE - ELEVATORS

A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.





CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

CNA74705XX (1-15)

Page 16 of 17

CONTINENTAL CASUALTY COMPANY

Insured Name: STEVE WARD & ASSOCIATES, INC.

Policy No: 1043388940

Endorsement No:

Effective Date:



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (Including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

000007

000200473669000004737141449



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AL, AR, CO, GA, MS, MN, NV, NC, OK, SC and WV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of LA, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of MO, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z91-527584-019

Effective Date

Premium \$

Issued to Steve Ward & Associates Inc.



CONSTRUCTION EXPERIENCE OF KEY INDIVIDUALS

Owners/Officers

Stephen W. Ward, Founder	46 years
Andrew S. Ward, Owner/CEO	16 years
Stephen Ward, Owner/President	14 years
Terry D. McCoy, CPA/Chief Financial Officer	24 years
Chris Ryckman, Chief Operating Officer	12 years

Sales and Marketing

Geoff McElrath, Vice President of Sales & Marketing	14 years
Lizz Wetherall, East TN Regional Manager	2 years
Houston McSwain, West TN Business Development	17 years
Steve Grube, North FL Business Development	28 years
Boe Slocumb, South FL Business Development	29 years
Chad Breece, Middle TN Business Development	19 years
Chet Groce, Georgia Business Development	2 years

Project Management

Eddie Brewster, Director of Project Management	25 years
Chris Kormos, Project Manager	13 years
Charlie Butts, Project Manager	2 years
Drew Napier, Project Manager	6 years
Keith Frasher, Florida Project Manager	22 years
Kirk Burroughs, Project Manager	20 years
Randy Rogers, Project Manager	21 years
Richard Curry, Project Manager	2 years



forWard® Headwall System

Tj Waters, Program Coordinator	24 years
Wade Rambur, Engineering	32 years
Ben Bremer, General Manager	18 years

Engineering & Manufacturing

Scott Easter, Vice President Engineering/Manufacturing	21 years
Todd A. Stockton	34 years
Cory Tidwell	23 years
James Story	31 years
Allen Watwood	26 years
Cris Matlock, Engineering/Programmer	31 years

Estimating

Tommy Bolles, Director of Healthcare Inside Sales	37 years
Robert Brown, Estimator	12 years
Denise Scott, Estimator	9 years
Brian Crews, Estimator	3 years
Tina Kelley, Estimator	11 years
Kenny Palmer, Estimator	23 years
Vic Stallings, Estimator	3 years
CJ Heredia, Estimator	6 years

Installation

Chris Rogers, Director of Installation	23 years
Dean Morgan, Field Project Manager	17 years
Tim Robinson, Florida Field Project Manager	27 years



MAJOR EDUCATIONAL JOBS COMPLETED

PROJECT	OWNER	ARCHITECT	GENERAL CONTRACTOR	CONTRACT AMOUNT	COMPLETION DATE
Stewarts Creek HS, Smyrna, TN casework, millwork, bleachers	Rutherford Co BOE	Binkley Garcia	Robert S. Biscan/Jim Coleman P: 615.371.8432 jcoleman@biscanconstruction.com	1,472,276	2013
UT Translational Science Memphis, TN - casework	University of TN	Hnedak/Horrell	Webb Building	1,464,184	2014
Vanderbilt Halls at Kissam Nashville, TN/p-lam casework	Vanderbilt University	Goody Clancy	Brasfield Gorrie/Scott Copeland Scopeland@Brasfieldgorrie.com P: 615.313.2900 F: 615.313.2901	2,115,661	2014
MTSU Science, Murfreesboro, TN lab casework/fume hoods	MTSU	Thomas Miller Partners	Turner /Dustin Hodges/dhodges@tcco.com P: 615.231.6300 F: 615.231.6301	5,415,021	2014
Southwest TN Comm College Nursing Biotech-Memphis, TN/seating	TN Board of Regents	Fleming Assoc.	W. G. Yates & Sons/Ben Tarver P: 901.761.0010	408,629	2014
Alcoa HS, Alcoa, TN plastic laminate casework	Alcoa BOE	The Lewis Group	Merit Construction/Steve Heatherly sheatherly@meritconstruction.com	444,245	2015
Crestview Elem, Springfield, TN casework & millwork	Robertson Co BOE	Kaatz Binkley Jones Morris	Robert Biscan Construction/Jim Coleman P:615.376.2101	454,761	2015
Rhodes College, Memphis, TN lab casework/fume hoods	Rhodes College	Hanbury Evans Wright Vlatka	Grinder Taber Grinder/Fred Grinder P: 901.767.2400	802,112	2015
Upperman Middle, Baxter, TN music/lab casewk; seating/bleachers	Putnam Co BOE	Red Chair	R. G. Anderson - Ralph Lee - P: 615.329.1789	845,000	2015
Broward College Science Bldg. Pembroke Pines, FL/p-lam casework	Broward College	Leo A. Daly	Pirtle Construction Co/James Ross P: 354.343.5307 jross@pirtleconstruction.com	1,031,835	2016
UT University Center Phase 1 Knoxville, TN - wall paneling plastic laminate casework	University of TN	BMA/MHM	Rentenbach Constructors, Inc. Nick.lawrence@rentenbach.com Nick Lawrence P: 865.546.2440	1,074,798	2016
Raymond James Stadium Tampa, FL-wall paneling	Tampa Bay Buccaneers	Wagner Murray	Manhattan Const/Jeff Day P: 813.675.1960 jday@manhattanconstruction.com	139,502	2016
Beech HS, Hendersonville, TN finish casework and millwork	Sumner Co, TN	KBJM	Biscan Const/Jim Coleman P: 615.472.7267 jcoleman@biscanconstruction.com	492,581	2016
TN School for the Deaf Knoxville, TN- casework	State of TN	The Lewis Group	Rentenbach Constructors-Justin Hall P: 865.243.3120 - justin.hall@rentenbach.com	342,716	2017
Garrison K8-Savannah, GA Marlite & seating	Savannah Chatham Public Schools	Greenline Architecture	Lavender & Assoc. - Nathan Overstreet P: 912.489.4677 - LAVoffice@frontiernet.net	226,761	2017
St. Johns Cty K8-Ponte Vedra, FL lab casework	St. John's County	Harvard Jolly	Charles Perry - Hunter Pruitt P: 904.886.9902 - hunter.pruitt@cpqi.com	242,393	2018
Hardin Valley Middle, Knoxville, TN casework	Knox County, TN	BMA	Denark Construction-Jeff Page P: 865.637.1925 - jpage@denark.com	406,202	2018



Science & Technology Projects



Examples of Science & Technology Projects Completed

Belmont University Wedgewood Academic Center (Nashville, TN):

Completed: 2014 Contract Amount: \$1,925,000 Architect: Earl Swensson Associates
Lab Planner = SST Planners Contractor: R.C. Mathews



Examples of Science & Technology Projects Completed

Broward College Southwest Academic Center (Miramar, FL):

Completed:
2014

Contract Amount:
\$200,000

Architect:
Perkins + Will

Contractor:
Kaufman Lynn





Examples of Science & Technology Projects Completed

University of Florida Vet Med (Gainesville, FL):

Completed: 2014

Contract Amount: \$108,000

Architect: Ponikvar & Associates

Contractor: Oelrich Construction





Examples of Science & Technology Projects Completed

Middle Tennessee State University Science Facility (Murfreesboro, TN):

Completed: 2014 Contract Amount: \$5,313,000 Architect: Thos. Miller & Ptrs. / Hastings Contractor: Turner Construction
Lab Planner = EYP



Examples of Science & Technology Projects Completed

Metro Nashville Myatt Drive Police Dept. Crime Lab (Madison, TN):

Completed: 2013

Contract Amount: \$988,000

Architect: Thomas, Miller & Partners

Contractor: Messer Construction





Examples of Science & Technology Projects Completed

Valencia College Building 4 (Kissimmee, FL):

Completed:
2013

Contract Amount:
\$600,000

Architect:
Hunton Brady

Contractor:
Clancy & Theys





Examples of Science & Technology Projects Completed

USF Genomics Lab in the USF Health Byrd Alzheimer's Institute (Tampa, FL):

Completed: 2013 Contract Amount: \$170,000 Architect: Talka Science & Tech. Arch. Contractor: Friedrich Watkins Co.





Examples of Science & Technology Projects Completed

Aegis Sciences Corporation – Hill Avenue (Nashville, TN):

Completed:
2013

Contract Amount:
\$100,000

Architect:
Hart Freeland Roberts

Contractor:
Southland Constructors



Examples of Science & Technology Projects Completed

IRSC Science, Technology, Engineering, and Math (“STEM”) Building (Port St. Lucie, FL):

Completed: 2012 Contract Amount: \$620,000 Architect: Donadio & Associates
Lab Planner = RFD Contractor: Klewin Construction





Examples of Science & Technology Projects Completed

UCF Physical Sciences Building – Phases I & II (Orlando, FL):

Completed:
2010

Contract Amount:
\$2,000,000

Architect:
Ponikvar & Associates, Inc.

Contractor:
PPI Construction Mgmt





Examples of Science & Technology Projects Completed

Union University Pharmacy Lab – Providence Hall (Jackson, TN):

Completed: 2010

Contract Amount: \$453,000

Architect: TLM Associates, Inc.

Contractor: H&M Construction





Examples of Science & Technology Projects Completed

Cooper-Wilson Center for Life Sciences at Christian Brothers University (Memphis, TN):

Completed: 2008
Contract Amount: \$900,000

Architect: Askew Nixon Ferguson Architects

Contractor: Montgomery Martin Const.





Examples of Science & Technology Projects Completed

Union University - White Hall (Jackson, TN):

Completed:
2007

Contract Amount:
\$1,300,000

Architect:
TLM Associates

Contractor:
H&M Construction





Examples of Science & Technology Projects Completed

Vanderbilt University Medical Research Building III (Nashville, TN):

Completed: 2003 Contract Amount: \$3,500,000 Architect: William Wilson & Associates Contractor: Centex Rodgers





Examples of Science & Technology Projects Completed

Tennessee Bureau of Investigation (Nashville, TN):

Completed:
2000

Contract Amount:
\$1,600,000

Architect:
Gobbell Hays Partners, Inc.

Contractor:
J.H. Shankle





Examples of Science & Technology Projects Completed

- **Murray State University Breathitt Veterinary Center (Hopkinsville, KY):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2016	\$839,000	Sherman, Carter, Barnhart Lab Planner = Foil Wyatt Architects & Planners	A & K Construction
- **Nanotherapeutics MCM ADM (Alachua, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2016	\$400,000	RS&H (also serving as lab planner)	Whiting-Turner
- **Broward College Science Building South (Pembroke Pines, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$1,031,000	Leo A Daly Lab Planner = RFD	Pirtle Construction
- **Rhodes College - Frazier Jelke & Rhodes Tower (Memphis, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$802,000	Hanbury Evans Wright Vlattas Lab Planner = RFD	Grinder, Taber & Grinder
- **University of Florida 590 College of Vet Med (Gainesville, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$200,000	Walker Architects	Oelrich Construction
- **Vanderbilt University Medical Center Light Hall Phase 1D (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$240,000	Donald Blair Architects	Turner Construction
- **University of Tennessee Translational (Memphis, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$1,193,000	Horrell Group Architects	Webb Building Corp.
- **VA Research Phase 3 (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$620,000	Hart, Freeland, Roberts	R&R Construction



Examples of Science & Technology Projects Completed

- **Pasco-Hernando State College Porter Campus at Wiregrass Ranch (Wesley Chapel, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$404,000	Florida Architects, Inc.	Skanska
- **TSU Center for Agriculture, Biotechnology, & Biosecurity (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2013	\$480,000	Hastings Architecture	Bell & Assoc. Const.
- **Motlow College (Smyrna, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2013	\$185,000	Thomas, Miller & Partners	Messer Construction
- **Freed Hardeman University – Anderson Science Center (Henderson, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$620,000	Fleming Associates	Alliance Corporation
- **Vanderbilt University York Lab (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$310,000	Donald Blair Architects	VU Plant Services Dept.
- **Moffitt Cell Therapies (Tampa, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$95,000	LDC International	Skanska
- **Belmont Pharmacy and Health Sciences Building (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2010	\$440,000	Earl Swensson Associates Lab Planner = SST Planners	R.C. Mathews
- **Pasco-Hernando State College Spring Hill Center (Spring Hill, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2010	\$227,000	Florida Architects, Inc.	Skanska



Examples of Science & Technology Projects Completed

- **IRSC Biological (Fort Pierce, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2008	\$298,000	Ponikvar & Associates, Inc.	M.M Parrish Construction Co.

- **Lake Sumter Community College Science Building (Leesburg, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2007	\$916,000	Lab Planner = RFD	PPI Construction Mgmt

- **University of Tennessee Biotech Research Building (Knoxville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2004	\$1,500,000	Barber McMurry	Rouse Construction

- **University of Tampa - Cass Building (Tampa, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2004	\$235,000	Harvard Jolly	DeLotto

- **UCF Bio Science Annex (Orlando, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2003	\$750,000	HHCP Architects	Wharton-Smith



Science & Technology Projects



Examples of Science & Technology Projects Completed

Belmont University Wedgewood Academic Center (Nashville, TN):

Completed: 2014 Contract Amount: \$1,925,000 Architect: Earl Swensson Associates
Lab Planner = SST Planners Contractor: R.C. Mathews



Examples of Science & Technology Projects Completed

Broward College Southwest Academic Center (Miramar, FL):

Completed:
2014

Contract Amount:
\$200,000

Architect:
Perkins + Will

Contractor:
Kaufman Lynn





Examples of Science & Technology Projects Completed

University of Florida Vet Med (Gainesville, FL):

Completed: 2014

Contract Amount: \$108,000

Architect: Ponikvar & Associates

Contractor: Oelrich Construction





Examples of Science & Technology Projects Completed

Middle Tennessee State University Science Facility (Murfreesboro, TN):

Completed: 2014 Contract Amount: \$5,313,000 Architect: Thos. Miller & Ptrs. / Hastings Contractor: Turner Construction
Lab Planner = EYP



Examples of Science & Technology Projects Completed

Metro Nashville Myatt Drive Police Dept. Crime Lab (Madison, TN):

Completed: 2013

Contract Amount: \$988,000

Architect: Thomas, Miller & Partners

Contractor: Messer Construction





Examples of Science & Technology Projects Completed

Valencia College Building 4 (Kissimmee, FL):

Completed:
2013

Contract Amount:
\$600,000

Architect:
Hunton Brady

Contractor:
Clancy & Theys





Examples of Science & Technology Projects Completed

USF Genomics Lab in the USF Health Byrd Alzheimer's Institute (Tampa, FL):

Completed: 2013

Contract Amount: \$170,000

Architect: Talka Science & Tech. Arch.

Contractor: Friedrich Watkins Co.





Examples of Science & Technology Projects Completed

Aegis Sciences Corporation – Hill Avenue (Nashville, TN):

Completed:
2013

Contract Amount:
\$100,000

Architect:
Hart Freeland Roberts

Contractor:
Southland Constructors



Examples of Science & Technology Projects Completed

IRSC Science, Technology, Engineering, and Math (“STEM”) Building (Port St. Lucie, FL):

Completed: 2012 Contract Amount: \$620,000 Architect: Donadio & Associates
Lab Planner = RFD Contractor: Klewin Construction





Examples of Science & Technology Projects Completed

UCF Physical Sciences Building – Phases I & II (Orlando, FL):

Completed:
2010

Contract Amount:
\$2,000,000

Architect:
Ponikvar & Associates, Inc.

Contractor:
PPI Construction Mgmt





Examples of Science & Technology Projects Completed

Union University Pharmacy Lab – Providence Hall (Jackson, TN):

Completed: 2010

Contract Amount: \$453,000

Architect: TLM Associates, Inc.

Contractor: H&M Construction





Examples of Science & Technology Projects Completed

Cooper-Wilson Center for Life Sciences at Christian Brothers University (Memphis, TN):

Completed: 2008
Contract Amount: \$900,000

Architect: Askew Nixon Ferguson Architects

Contractor: Montgomery Martin Const.





Examples of Science & Technology Projects Completed

Union University - White Hall (Jackson, TN):

Completed:
2007

Contract Amount:
\$1,300,000

Architect:
TLM Associates

Contractor:
H&M Construction





Examples of Science & Technology Projects Completed

Vanderbilt University Medical Research Building III (Nashville, TN):

Completed: 2003 Contract Amount: \$3,500,000 Architect: William Wilson & Associates Contractor: Centex Rodgers





Examples of Science & Technology Projects Completed

Tennessee Bureau of Investigation (Nashville, TN):

Completed:
2000

Contract Amount:
\$1,600,000

Architect:
Gobbell Hays Partners, Inc.

Contractor:
J.H. Shankle





Examples of Science & Technology Projects Completed

- **Murray State University Breathitt Veterinary Center (Hopkinsville, KY):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2016	\$839,000	Sherman, Carter, Barnhart Lab Planner = Foil Wyatt Architects & Planners	A & K Construction
- **Nanotherapeutics MCM ADM (Alachua, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2016	\$400,000	RS&H (also serving as lab planner)	Whiting-Turner
- **Broward College Science Building South (Pembroke Pines, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$1,031,000	Leo A Daly Lab Planner = RFD	Pirtle Construction
- **Rhodes College - Frazier Jelke & Rhodes Tower (Memphis, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$802,000	Hanbury Evans Wright Vlattas Lab Planner = RFD	Grinder, Taber & Grinder
- **University of Florida 590 College of Vet Med (Gainesville, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$200,000	Walker Architects	Oelrich Construction
- **Vanderbilt University Medical Center Light Hall Phase 1D (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2015	\$240,000	Donald Blair Architects	Turner Construction
- **University of Tennessee Translational (Memphis, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$1,193,000	Horrell Group Architects	Webb Building Corp.
- **VA Research Phase 3 (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$620,000	Hart, Freeland, Roberts	R&R Construction



Examples of Science & Technology Projects Completed

- **Pasco-Hernando State College Porter Campus at Wiregrass Ranch (Wesley Chapel, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2014	\$404,000	Florida Architects, Inc.	Skanska
- **TSU Center for Agriculture, Biotechnology, & Biosecurity (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2013	\$480,000	Hastings Architecture	Bell & Assoc. Const.
- **Motlow College (Smyrna, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2013	\$185,000	Thomas, Miller & Partners	Messer Construction
- **Freed Hardeman University – Anderson Science Center (Henderson, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$620,000	Fleming Associates	Alliance Corporation
- **Vanderbilt University York Lab (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$310,000	Donald Blair Architects	VU Plant Services Dept.
- **Moffitt Cell Therapies (Tampa, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2012	\$95,000	LDC International	Skanska
- **Belmont Pharmacy and Health Sciences Building (Nashville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2010	\$440,000	Earl Swensson Associates Lab Planner = SST Planners	R.C. Mathews
- **Pasco-Hernando State College Spring Hill Center (Spring Hill, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2010	\$227,000	Florida Architects, Inc.	Skanska



Examples of Science & Technology Projects Completed

- **IRSC Biological (Fort Pierce, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2008	\$298,000	Ponikvar & Associates, Inc.	M.M Parrish Construction Co.

- **Lake Sumter Community College Science Building (Leesburg, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2007	\$916,000	Lab Planner = RFD	PPI Construction Mgmt

- **University of Tennessee Biotech Research Building (Knoxville, TN):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2004	\$1,500,000	Barber McMurry	Rouse Construction

- **University of Tampa - Cass Building (Tampa, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2004	\$235,000	Harvard Jolly	DeLotto

- **UCF Bio Science Annex (Orlando, FL):**

<u>Completed:</u>	<u>Contract Amount:</u>	<u>Architect:</u>	<u>Contractor:</u>
2003	\$750,000	HHCP Architects	Wharton-Smith



CONSTRUCTION EXPERIENCE OF KEY INDIVIDUALS

Owners/Officers

Stephen W. Ward, Founder	46 years
Andrew S. Ward, Owner/CEO	16 years
Stephen Ward, Owner/President	14 years
Terry D. McCoy, CPA/Chief Financial Officer	24 years
Chris Ryckman, Chief Operating Officer	12 years

Sales and Marketing

Geoff McElrath, Vice President of Sales & Marketing	14 years
Lizz Wetherall, East TN Regional Manager	2 years
Houston McSwain, West TN Business Development	17 years
Steve Grube, North FL Business Development	28 years
Boe Slocumb, South FL Business Development	29 years
Chad Breece, Middle TN Business Development	19 years
Chet Groce, Georgia Business Development	2 years

Project Management

Eddie Brewster, Director of Project Management	25 years
Chris Kormos, Project Manager	13 years
Charlie Butts, Project Manager	2 years
Drew Napier, Project Manager	6 years
Keith Frasher, Florida Project Manager	22 years
Kirk Burroughs, Project Manager	20 years
Randy Rogers, Project Manager	21 years
Richard Curry, Project Manager	2 years



forWard® Headwall System

Tj Waters, Program Coordinator	24 years
Wade Rambur, Engineering	32 years
Ben Bremer, General Manager	18 years

Engineering & Manufacturing

Scott Easter, Vice President Engineering/Manufacturing	21 years
Todd A. Stockton	34 years
Cory Tidwell	23 years
James Story	31 years
Allen Watwood	26 years
Cris Matlock, Engineering/Programmer	31 years

Estimating

Tommy Bolles, Director of Healthcare Inside Sales	37 years
Robert Brown, Estimator	12 years
Denise Scott, Estimator	9 years
Brian Crews, Estimator	3 years
Tina Kelley, Estimator	11 years
Kenny Palmer, Estimator	23 years
Vic Stallings, Estimator	3 years
CJ Heredia, Estimator	6 years

Installation

Chris Rogers, Director of Installation	23 years
Dean Morgan, Field Project Manager	17 years
Tim Robinson, Florida Field Project Manager	27 years



Request for Qualified Suppliers (RFQ-S)

Title	Millwork and Carpentry Services
Solicitation #	UTKnoxville: 1647730
Publication Date	10/28/2019
Due Date	11/08/2019 2 pm Eastern

Respondent's information:

Company Name	Superior Kitchens & Casework, Inc.
Representative's Name	Trent LaRue
Representative's Email	tlarue@superiorkit-casework.com
Representative's Phone #	865-207-8833 or 865-544-1153

Section A: Introduction and Basic Information

1. **Purpose and Scope:** The University of Tennessee is soliciting the services of contractors for millwork and carpentry projects for departments in the Knoxville area. This proposal is not for any particular project, but rather a general solicitation so agreements are in place when needs arise. The goal of this Request for Qualified Suppliers (RFQ-S) is to develop a pool of vendors that any department on campus may utilize if in need of millwork and carpentry.

2. **Communications:**

The following University office is managing this solicitation:

The University of Tennessee
Office of Procurement Services
5723 Middlebrook Pike
Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University's Office of Procurement Services. The primary contact person for this solicitation is listed below:

Solicitation Coordinator:
Name: Amy Dudenbostel
Title: Buyer
Email: adudenb1@utk.edu
Phone: 865-974-8451

If a respondent contacts anyone except the University's staff members listed above, the University may disqualify the respondent.

3. **Terms and Conditions:** By responding to this solicitation, the respondent agrees to the University's purchasing terms and conditions, which are attached in Schedule 1.

4. **Term:**

- a. The initial term of contracts resulting from this solicitation will be from 12/01/2019 to 11/30/2024
- b. There will be no extensions.

5. **Number of Awards:** The University intends to award this solicitation to multiple respondents. The University retains sole discretion over the number of awards.

6. **Extension of the Award:** Any organization (third-party entity) may purchase under this agreement, including other universities, local government agencies, and state-government

agencies (located in any state within the United States). The third-party entity may negotiate its own terms with the supplier

7. **Non-Exclusive:** The University will promote the use of any established contract; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the supplier. Also, an award does not obligate the University to make any purchases from the awarded respondent and the University may elect to award contracts or purchase orders for like products or services to multiple suppliers.

8. **Pre-Proposal Conference:**

Mandatory Pre-Proposal Conference: The University will hold a mandatory pre-proposal conference on 10/31/2019 at 10 am at the Office of Procurement Services, 5723 Middlebrook Pike, Knoxville, TN 37921. The University will only evaluate proposals from Respondents that attend the mandatory pre-proposal conference.

9. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Publication Date	10/28/2019
Mandatory Pre-Proposal Conference	10/31/2019 10 am
Deadline for Questions	11/04/2019
Bidder Submission Due Date	11/08/2019 by 2 pm Eastern

Section B: Instructions and Evaluation Criteria

1. **Assistance to Respondents with a Disability:** In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.

2. **Proposal Submission:** Respondent must enter their responses in the Word Document and proposals must be submitted electronically through the University's electronic procurement system in accordance with these directions:

- a. Respondents must not include any cost information in the Technical Proposal.
- b. Respondent's proposed cost must remain firm for a period of at least 120 days

- from the University's notice of intent to award.
- c. The University will not accept late bids.

3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure. . Further, if the respondent includes confidentiality notices on its response to this solicitation, the respondent understands that such notices are not binding on the University. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Presentations**: The University may invite some, or all, respondents to provide presentations (whether online or in person). If the University invites some, but not all, of the respondents, the University will not score the cost proposals for the non-invited respondents.
8. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the "Communications" subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
9. **Addenda**: The University will make reasonable efforts to ensure that all respondents have

the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.

10. **Evaluation of Technical Responses:**

The University will use the following scoring criteria:

Evaluation Criteria	Maximum Points Possible
Mandatory requirements	Pass/Fail
General and Technical qualifications	1,000

11. **Cost Proposal:** The Office of Procurement Services will evaluate the respondents' respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and respondent.

12. **Award:** This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

13. **Notice of Intent to Award:** After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

Section C: Technical Response

Instructions: For Respondent’s proposal, use this Word document to provide the required information. Respondents must complete each item in order. The University may disqualify incomplete proposals.

1. Mandatory Requirements:

The University will assess each criteria below on a pass/fail basis: respondents must pass each criteria to qualify.

a. Insurance Requirements: attach proof of insurance with your response

Workers Compensation (WC):

Applicable Federal and State	Statutory
Aggregate	\$ 500,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability:

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

Builders Risk Policy:

The amount of the initial Contract Sum plus the value of subsequent contract modifications for the covered Project at the site on replacement cost basis.

Umbrella Liability:

Each Occurrence Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

Contractor’s Pollution Liability:

Each Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, Builders Risk, Umbrella, and Contractor's Pollution Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General, Automobile, Builders Risk, Umbrella, and Contractor's Pollution Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

A201 General Conditions Article 11.1.5 – All insurance to be purchased and maintained by the Contractor under this Article 11 shall include (a) a written waiver of any right by the insurer to recovery, by subrogation or otherwise, against the Owner and (b) per project endorsements stating that the aggregate limits apply fully to this project.

Please note: The Builder's Risk policy requirement will be addressed for individual jobs.

- b. **Contractor's License:** Tennessee General Contractor's license required. Attach copy with your response. **IN PROCESS**
- c. **Background Checks:** If the University makes an award to Respondent, Respondent will comply with the following if applicable to the nature of the service provided by Respondent:

Every employee that a Supplier places in service on the campus of the University must undergo a criminal background check by the University at the Supplier's expense. The minimum requirements for a background check are: a verification of identity, a check of the national sex offender registry and the Tennessee felony offender database, and federal and local criminal records checks. The University reserves the right to reject any employee of a Supplier based on information obtained through the background check. With advance approval of the University's Human Resources department, the University will permit a Supplier to conduct its own background checks. Background checks performed by a Supplier must meet the University's minimum requirements listed above, and the Supplier must inform the University about any criminal history for any person who will be working on campus.

2. **General Information**

- a. Detail the name, e-mail address, mailing address, and telephone number of the person the University will contact regarding the response.

Response: Trent LaRue, tlarue@superiorkit-casework.com, 865-207-8833

- b. Detail the number of years the Respondent has been in business and how long Respondent has provided the goods or services required by this solicitation.

Response: 30 years

- c. Describe the Respondent's number of employees, client base, and location of offices.

Response:

- 14 employees
- client base: medical, general contracting, education
- 1 office location: Knoxville, TN

- d. Provide at least 3 references, preferably from higher education institutions, for which the same services are being utilized. Include, at a minimum, the following: business name; contact name; phone number; email address; and brief description of the scope, length, volume and status of the business relationship.

Response:

- Image Construction; Kevin Lusby; 865-388-1313; kevin@imageconstructiontn.com; custom millwork/casework and special projects, \$175,000 annually; 20 years
- Blaine Construction; Kevin Riggs; 865-388-4845; kriggs@blaineconstruction.com; custom millwork/casework and special projects; \$275,000 annually; 20 years
- Johnson & Galyon; Bob Perry; 865-389-2509; BobP@johnsongalyon.com; custom millwork/casework and special projects; \$200,000 annually; 20 years

- e. Provide a statement explaining any mergers, acquisitions, or change of control of the Respondent within the last 10 years. Provide a statement explaining any planned mergers, acquisitions, or changes of control.

Response: N/A

- f. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this solicitation (prior experience, training, certifications, resources, program and quality management systems, etc.).

Response:

- Successfully conducted business in our trade for 30+ years, repeat business with multiple customer proves satisfaction

- g. Provide a list of the names of key people who the Respondent will assign to meet the Respondent's requirements under this solicitation. Include a resume for each of the people listed.

Response:

- Trent LaRue
- Bill Pekala
- Brad Zumkehr
- Jennifer Lawrence

- h. Describe if Respondent will need to subcontract any work required by this solicitation.

Response:

- It is likely that if countertop of granite or quartz, some stainless steel and some glass will need to be installed, that we will subcontract.

- i. Provide documentation of the Respondent's commitment to diversity and indicate if Respondent is registered with the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265> for more information.

Response:

- We are not registered with Go-DBE. We employ a diverse group of employees (men/women, Hispanic, trans-gender).

- j. Describe Respondent's current contracts with the University, the state of Tennessee, Tennessee Board of Regents schools, or other colleges or universities within the state of Tennessee. Describe any such contracts within the previous 5 year period.

Response:

- We have ongoing work/projects with UT-Knoxville, UT-Chattanooga, Carson-Newman College, Johnson University.
- Scope of work includes: custom millwork/casework, countertops, special projects (athletics/dining, etc).

- k. Describe any current or pending litigation against Respondent. Disclose any past criminal offenses, civil proceedings, debarments, or suspensions involving

Respondent's officers or directors, or individuals Respondent will assign to meet the Respondent's requirements under this solicitation.

Response: N/A

- I. If proposed solution is offered as a SAAS (Software-as-a-Service) cloud hosted solution, you must include a completed HECVAT FULL Version Questionnaire (<https://www.ren-isac.net/public-resources/hecvat.html>) with your proposal. If proposed solution is offered as on on-premise, locally hosted platform, describe technical requirements and the technical environment for the use of your software. Provide the minimum hardware and software specifications for networking & security, server, database and client that are required to install and run the application. Specify any physical requirements, including space needs, UPSs, electrical power, cooling, etc. Include specifically which application requires or is recommended to run on a separate database (e.g. online reporting, Dashboards, Reporting). Include other third-party licensing requirements. Include all requirements for a virtual server environment. Include all requirements for backup recommendations.

Response: N/A

- m. If the proposed solution is software or another technology resource that will be used by the University's students, or members of the general public (such as walk-in library patrons), respondents must provide a VPAT2, or a VPAT respondent does not have a VPAT2. See this website for more details: <https://www.section508.gov/sell/vpat>

Response: N/A

3. **Technical Specifications:**

- a. Describe the scope of services that your business performs.

Response:

- Millwork to include: cabinets, countertop, wall panel systems, lockers, storage, wood trim, associated glass/stainless steel/specialty products, display cases

b. How do you handle rush/emergency requests?

Response:

- Scope of work reviewed with requested person, plan of action and execution set with requested, after-hours and time allocated as necessary to complete

c. Have you ever failed regulatory inspections? Describe.

Response: No

d. What types of raw materials do you stock, and will you provide discounts?

Response:

- Particle board, plywood, some laminate, hard/soft lumber, melamine board, edge-banding, various hardware

Section D: Cost Proposal

The cost proposal must be in US dollars and must include all possible costs to the University. Please submit this part of the proposal as a separate document from the rest of the proposal

***** PLEASE SEE COST PROPOSAL ON SEPARATE ATTACHMENT *****

Please provide prices for the following products and services below: (You may add lines if needed)

Product/Service		Price
Millwork		
	Labor Rate (per hour)	.01
	Delivery Charge	.01
	Installation Rate	.01
	Product & Additional Service Prices (Please specify below)	.01
	<i>ex: Cabinets, removal of materials and other services related to a project but not covered above.</i>	
Flooring		
	Labor Rate (per hour)	.01
	Delivery Charge	.01
	Installation Rate	.01
	Product Types & Prices (Please specify below)	.01
	<i>ex: Laminate flooring (see above)</i>	
Other General Labor Rates & Services (Please specify below)		
	<i>ex: Facility Repairs & Maintenance; small in scope.</i>	

Schedule 1

Purchasing Terms & Conditions v3.5

Terms That Govern the Bid Solicitation Process

By submitting a bid, the respondent agrees to the following terms and conditions that govern the bid solicitation process:

1. **Submitting Bids:** All respondents must submit their responses electronically, unless the University specifies otherwise. It is the respondent's responsibility to ensure that its bid is submitted in the University's electronic software purchasing system before the applicable deadline. Assistance for submitting bids can be obtained through our third party provider ESM Solutions' Customer Support at 1-877-969-7246 or at info@esmsolutions.com during normal business hours. It is the respondent's responsibility to learn how to use the system. Respondents must submit all applicable and required documents with their bid. A respondent may not submit additional or supplemental documents or amend its bid after the bid deadline. Also, bids not received by the University in the manner specified and by the time specified will not be considered.
2. **Questions/Interpretations:** If any respondents find discrepancies in, or omissions from, the University's solicitation documents, or be in doubt as to their meaning, the respondent must notify Procurement Services in writing (email is acceptable) no later than 5 business days prior to the bid response deadline. Procurement Services will reply to respondent's inquiries via written addendum and will publish this addendum with the bid documents to all prospective bidders, unless Procurement Services exercises its discretion to reply only to the respondent. It is the respondent's responsibility to ensure that Procurement Services has received respondent's questions, and to check the electronic bidding system to see if Procurement Services has issued any amendments or addenda.
3. **Time of Acceptance:** If a respondent fails to state a time within which a bid must be accepted, respondent acknowledges that its proposal shall remain valid for 120 calendar-days beyond the bid opening date, or until 30 days after the date that any protest is resolved, whichever is longer, and the University may accept the proposal at any time within that time period.

4. **Authority to Bind:** Respondent's representative states that they have authority to respond to the University's bid on behalf of respondent.
5. **Confidentiality:** The University will not sign non-disclosure or confidentiality agreements related to respondent's response to any bid. Tennessee law limits the University's ability to withhold records from public disclosure. Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure. The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will not be bound by such notices. Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.
6. **Brand Names/Alternative Products:** Unless specified "No Substitutes," any catalog brand name or manufacturer's reference used in the bid is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the products offered. If the respondent fails to submit the required documentation, the bid may be rejected. The University may determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the respondent to supply additional descriptive material. The respondent guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the respondent takes no exception to the specifications or referenced data in the bid, respondent will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
7. **Tax Exemption:** The University is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request and these taxes should not be included in the respondent's bid prices.
8. **Compliance with Laws:** Respondent shall comply with all applicable laws, regulations, and University policies.
9. **Indemnification:** Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent's bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent's bid. Respondent's indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted against the University based upon respondent's bid or any materials, goods or services furnished by the respondent.
10. **University's Liability:** The University's liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement which contains

a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.

11. **Use of University Intellectual Property:** Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.
12. **Authorized Dealer:** Respondent must be an authorized dealer of any goods or services sold to the University. If requested, the respondent must provide an authorization letter from the original equipment manufacturer. Failure to do so may result in the bid being disqualified or the award being canceled.
13. **Sales Data:** Upon request, the respondent agrees to furnish the University a summary of sales made under the agreement. This data may include: delivery date, department name, invoice date, invoice number, item description, list price, method of payment, net price, order date, order method, quote number and manufacturer part number. The University may terminate the award if this information is not provided in a reasonable time period.
14. **Irrevocable Waiver:** By responding to the solicitation, respondent hereby irrevocably waives any claims against the University's trustees, officers, employees and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondent and their successors, heirs and assigns. The University and the respondent state that this clause is material to this bid.
15. **Collusion, Conflict of Interest and Debarment:** When submitting a bid, the respondent certifies the following:
 - a. The respondent prepared and arrived at its bid independently and there was not any collusion between respondents. The respondent agrees not to discuss or reveal its bid to anyone until after the award is made.
 - b. No funds resulting from this award will be paid either directly or indirectly to any University employees, their spouses or dependent children. This prohibition applies for up to six months after they terminate their employment with the University.
 - c. All potential conflicts of interests will be disclosed in the bid response including if any owners of respondent are related to any University employee, their spouse, or dependent children.
 - d. The respondent is not presently debarred, proposed to be debarred, suspended, or declared ineligible for covered transactions by any federal agency or department.

If the University determines that the respondent failed to disclose or incorrectly disclosed information related to any of the four statements listed above, the University may consider any such actions to be grounds for response rejection or award termination, regardless of the time of detection

17. **Equipment:** Unless the University states otherwise in its specifications, all bidders must quote prices for new equipment. If a Respondent fails to quote prices for new equipment and the University accepts the order, Respondent will be liable for providing the University with new equipment at no extra costs to the University. If the University's specifications allow for used equipment, Respondent must list the equipment's date of manufacture, number of previous owners, condition, maintenance and repair history, and any other relevant information. University may inspect any used equipment before purchasing the used equipment.

Terms That Govern the Bid Evaluation Process

By submitting a bid, the respondent agrees to the following terms and conditions that govern the University's evaluation of respondents' bids:

1. **Acceptance and Rejection of Bids:** The University may accept or reject any bids when, in its opinion, such action is in the best interests of the University. In such circumstances, the University may re-solicit bids or to continue with the current supplier for these services.
2. **Discretion:** All decisions regarding a bid, including the award, are within the University's sole discretion. The University may award to respondent other than the highest scoring or lowest costs. For clarity, as used in these General Bid Conditions the word "may" means "sole discretion."
3. **Multiple Awards:** The University may award this solicitation to multiple respondents.
4. **Inspection of the Bid File:** During the open file period, the bid file is open to inspection to all respondents. The file becomes public record after the solicitation has been awarded.
5. **Protest Procedure:** Any respondent wishing to protest a decision must do so in accordance with the University's procurement policy (http://policy.tennessee.edu/fiscal_policy/fi0405/). The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

Terms That Govern the Award

By submitting a bid, the respondent agrees that the following terms and conditions will govern any award issued by the University. Terms attached to a University purchase order supersede the terms below:

1. **Additional Goods or Services:** The University may add supplier's additional goods or services as mutually agreed.

2. **Termination:** Notwithstanding any other cancellation provision, the University may cancel its agreement in whole or in part, by giving no less than 30 days' prior written notice. If the respondent fails to perform properly its obligations under this award or violates any term of this award, the University may terminate this agreement immediately and withhold payments in excess of fair compensation for completed services.
3. **Delivery:** The title and risk of loss for the goods will only pass to the University when the University actually receives the goods. The supplier must assume all responsibility for damage in transit. Any claim for loss of damage incurred during delivery will be between the respondent and the carrier. It is the supplier's responsibility to prevent shipments from being late and any additional charges for expedited delivery, shipments being routed to a point other than the one specified on the purchase order, special handling, or back orders will be incurred by the supplier.
4. **Inspection:** In the event of a dispute between the supplier and the University about the items supplier provides to the University, the University has sole and absolute discretion to determine whether the supplier's shipment conforms to the University's order. Supplier shall pay all costs for the University to return the rejected goods or replace missing goods. The respondent shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. When University staff sign for a shipment, the signature does not constitute "acceptance." Rather, the signature is only acknowledgement of receipt.
5. **Invoicing and Payment:** Unless stated otherwise, the University initiates payment for materials or services upon receipt of all goods and services and receipt of an original, itemized invoice that reflects accurate contract prices. Invoices failing to itemize the order, reference the purchase order, or are undated may cause a delay in payment or rejection of the invoice.
6. **Cooperative Procurement:** If this bid resulted from a competitive bid process, any organization (third-party entity) may purchase under this agreement. The third-party entity may negotiate its own terms with the supplier.
7. **Non-Exclusivity:** The University will promote the use of any established agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the supplier. Also, an award does not obligate the University to make any purchases from the awarded respondent and the University may elect to award contracts or purchase orders for like products or services to multiple suppliers.
8. **Assignment:** This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
9. **Records; Audit:**
 - a. **Records:** Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
 - b. **Audit:** During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee

Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.

- c. **Assistance**: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.
10. **Adherence to Agreement**: Supplier may only sell goods or services listed in the University's purchase order. If respondent sells items not listed in the University's purchase order, the University may terminate the purchase order immediately and without advanced notice.
11. **No Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.
12. **Iran Divestment Act**: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
13. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
14. **Tennessee Department of Revenue**: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
15. **Background Checks**:
 - a. **General Obligation**: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
 - b. **Prompt Background Checks**: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or subcontractor.
16. **Governing Law**: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
17. **Severability**: The parties intend as follows:
 - a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and

- c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
18. **No Automatic Renewal**: Any terms included in Supplier's documentation that attempt to renew the agreement automatically do not apply to the University.
19. **Entire Agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.
20. **Compliance**:
- a. **Conflicts of Interest**:
 - i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Contract
 - ii. Supplier states that this Contract is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

Schedule 2

Cost Disclosure Form

Please indicate whether your company will charge the University any of the following costs. If you fail to disclose a cost, the University will not pay for the cost.

	Yes	No	State how fee will be calculated	State how the fee will appear on the invoices
Cleaning Fees				
Commissions				
Customs/International Fees				
Dealer Fees				
Deposits				
Documentation Fees				
Hazardous Material Fees				
Hourly Fees				
Labor/Installation				
Processing Fees				
Profit				
Restocking				
Expedited Shipping				
Service Fees				
Shipping/Freight/Logistics				
Surcharge				
Taxes Applied				
Transaction Fees				
Travel (if yes, see below)				
Any Other Fee not stated above				

Travel: select one

Flat Fee	
Reimbursed per UT Travel Policy UT Travel Policy	

For any fee not disclosed above, you must describe the fee:

Name of Fee	How will you calculate the fee	How the fee will appear as a line item

Schedule 3

Shipping Information Form

1. **Seller's legal name:** Click or tap here to enter text.
2. **Describe at what point the University assumes risk of loss:** Click or tap here to enter text.
3. **Describe at what point title of the goods transfers to the University:** Click or tap here to enter text.
4. **Carriage:**
 - a. Which party is responsible for loading the goods on the mode of transportation used to deliver the item to the University? Choose an item.
 - b. Which party is responsible for **arranging** a carrier to retrieve shipment from seller and deliver to buyer? Choose an item.
 - c. Who is responsible for **paying** all shipping costs? Choose an item.
5. **Drop-Shipping:** Will seller drop-ship any items to University? Choose an item.
If **yes**: who is responsible for risk of loss during transit? Choose an item.
6. **Insurance:**
 - a. Does seller insure the goods during transit? Choose an item.
 - i. If **yes**:
 1. Who is beneficiary of the insurance? Choose an item.
 2. What does insurance cover? Choose an item.
 3. What is the deductible? Click or tap here to enter text.
 4. Who pays deductible? Choose an item.
 5. What is the mark-up or extra fee that supplier charges? Click or tap here to enter text.
 6. Which insurance provider issues the policy? Click or tap here to enter text.
 - b. If seller will ship via a carrier, will seller declare the value of the item to the carrier? Choose an item.
7. **Duties and Taxes:** Who is responsible for paying duties and taxes on the shipment? Choose an item.
8. **Damages:**
 - a. Who is responsible for damages to the goods during transit? Choose an item.
 - b. How does the University report damages? Click or tap here to enter text.
 - c. To whom does the University report damages? Choose an item.
 - d. Within what time frame must the University report damages? Click or tap here to enter text.

Please note that the University's preferred shipping terms are as follows:

- Arrangement: Supplier will arrange shipping goods to the University's specified locations.
- Title: The University takes title to the goods upon University's physical receipt of goods.
- Damages: Supplier is responsible for all damages that occur during shipment, regardless of cause, until the University takes title to the goods.
- Inspection and Rejection: The University may inspect the goods at any time from the point that University takes title to 14 calendar days later. Within the 14-day period, the University may reject any goods without penalty by providing the Supplier notice.

Schedule 4 Draft Contract

Schedule 4 contains a draft contract. The University will enter into negotiations with respondents that win an award through the solicitation process. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University's discretion, and the draft is for review purposes only.

The University of Tennessee Standard Payable (UT Pays Supplier) Agreement

This standard accounts payable agreement is dated _____ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee ("University"), and _____ ("Supplier").

The parties agree as follows:

A. Term and Termination:

1. Term: The term of this agreement begins on Click or tap to enter a date. and ends on Click or tap to enter a date..
2. Termination:
 - i. For Cause: If Supplier materially breaches this agreement, University may terminate this agreement immediately.
 - ii. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days' prior notice.
 - iii. Work: If University terminates this agreement, upon receipt of University's notice of termination, Supplier shall immediately stop all work under this agreement.
3. Scope: See Schedule 1.

B. Financial:

1. Compensation: See Schedule 1.
2. Invoices:

- i. Required: Unless the University elects to submit a payment request through the University's accounts payable process on Supplier's behalf, Supplier shall invoice the University.
- ii. Invoice Contents: Supplier must include the following information on its invoices under this agreement:
 - 1. Addressed to the University;
 - 2. Invoice number (assigned by Supplier);
 - 3. Invoice date;
 - 4. Transaction date;
 - 5. Supplier name;
 - 6. Supplier contact for invoice questions (name, phone, or email);
 - 7. Supplier remittance address;
 - 8. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - 9. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - 10. Amount due for each compensable unit of good or service; and
 - 11. Total amount due for the invoice period.
- iii. Late Payment: University's payment will not be considered late unless University pays later than 45 calendar days after receiving Supplier's invoice.

3. Records; Audit:

- i. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
- ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
- iii. Assistance: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.

C. Compliance:

1. Conflicts of Interest:

- i. Supplier states that no part of the Supplier's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent,

employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this Contract

- ii. Supplier states that this Contract is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.
2. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
3. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
4. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
5. Debarment: Supplier hereby attests that the following are true statements:
 - i. Supplier is not currently debarred by the U.S. federal government.
 - ii. Supplier is not currently suspended by the U.S. federal government.
 - iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.
6. Background Checks: This clause applies if Supplier will provide services on the University's property.
 - i. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.

- ii. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
 - 7. Premises Rules: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in act full compliance with, University's rules, policies, and procedures (collectively referred to as "rules."). For example, Supplier shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
 - 8. Conduct: Supplier shall make reasonable efforts to ensure that Supplier's employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University's Office of Procurement Services any complaints about Supplier's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier's employee emits smells that indicate that the individual consumed alcohol recently).
- D. Insurance: Supplier shall comply with Schedule 2 (Insurance).
- E. General:
- 1. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
 - 2. Independent Supplier: The parties intend for their relationship to that of independent contractors. Supplier acknowledges that it is not an employee of University.
 - 3. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
 - 4. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
 - 5. Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized

official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.

6. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
7. Severability: The parties intend as follows:
 - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
8. Amendment; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
9. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
10. Force Majeure: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
11. Notice:
 - i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
 - ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Supplier:

[add notice address here]

University:

[add department's address and contact info]

Legal notices only; do not send invoices to this address:

The University of Tennessee

5723 Middlebrook Pike

Knoxville, TN 37921-5946

ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: contracts@tennessee.edu

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
- F. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

The University of Tennessee

Signature: _____

Name: _____

Title: _____

Supplier

Signature: _____

Name: _____

Title: _____

DRAFT

Schedule 1: Scope and Financial

1. Scope:
2. Compensation:
3. Travel: [UT has four options: (a) University will not reimburse Supplier for travel costs; (b) Supplier's rate includes travel; (c) University will compensate Supplier a mutually agreed, flat-rate for travel; or (d) University will reimburse Supplier under University travel policy]

DRAFT

Schedule 2: Insurance

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements:** Supplier's policies shall include, or be endorsed to include, the following provisions:
 - a. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
 - b. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days' prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management
5723 Middlebrook Pike, Ste. 218
Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

3. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an "A.M. Best" rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
4. **Verification of Coverage:** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance

policies as required by this contract or to provide evidence of renewal is a material breach of contract.

5. **Subcontractors:** Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
7. **Waiver of Subrogation:** Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

8. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

Workers Compensation (WC):	Statutory Limits – required in all contracts
Employers’ Liability Each Accident	\$ 100,000
Employers’ Liability Disease – each employee	\$ 100,000
Employers’ Liability Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	\$ 1,000,000

Request for Qualified Suppliers (RFQ-S)

Title	Millwork and Carpentry Services
Solicitation #	UTKnoxville: 1647730
Publication Date	10/28/2019
Due Date	11/08/2019 2 pm Eastern

Respondent's information:

Company Name	Superior Kitchens & Casework, Inc.
Representative's Name	Trent LaRue
Representative's Email	tlarue@superiorkit-casework.com
Representative's Phone #	865-207-8833 or 865-544-1153

Section D: Cost Proposal

The cost proposal must be in US dollars and must include all possible costs to the University. Please submit this part of the proposal as a separate document from the rest of the proposal

Please provide prices for the following products and services below: (You may add lines if needed)

<u>Product/Service</u>		<u>Price</u>
Millwork		
	Labor Rate (per hour) non-nights/weekends	\$58.00
	Delivery Charge	\$125.00 (truck load)
	Installation Rate (per hour)	\$58.00
	Product & Additional Service Prices (Please specify below)	
	<i>ex: Cabinets, removal of materials and other services related to a project but not covered above.</i>	
	- Wall Cabinets	\$85-450
	- Base Cabinets (Door or Drawer)	\$165-450
	- Storage Cabinets	\$450-905
	- Laminate Countertops	Priced per LF
	- Granite/Quartz Countertops	Priced per SQFT
	- Sinks (as needed)	Variable
	- Specialty products (ie: 3Form, Nudo, Inter-lam)	Variable
	- Custom CNC milling (non-ferrous metal and plastic)	Variable
	- Wood trim	Variable – based on species
Flooring		
	Labor Rate (per hour)	Outside of scope
	Delivery Charge	
	Installation Rate	
	Product Types & Prices (Please specify below)	
	<i>ex: Laminate flooring (see above)</i>	
	Other General Labor Rates & Services (Please specify below)	Same as regular hourly rate
	<i>ex: Facility Repairs & Maintenance; small in scope.</i>	

Bradley Zumkehr

6004 Edmondson Ln, Knoxville, TN 37918

(865) 209-2288

brad@superiorkit-casework.com

Career Goals: Owning my own company is my end goal. In the meantime, I have a love for everything CAD.

Education:

Monroe High School, Monroe WI 09/2004 - 05/2008

- Special Courses- Automotive Technology; Small Engines; Power, Energy and Transportation; Advanced Power, Energy and Transportation; Introduction to Welding; Programming in Java; HTML
- Diploma received May 2008.

Pellissippi State Community College, Knoxville TN 08/28/2011 – 12/6/2013

- Associates- Mechanical Engineering (No Degree)

Employment History:

Superior Kitchens & Casework 2/4/2016 – Current

2538 Sutherland Ave, Knoxville, TN 37919

(865) 544-1153

CAD Tech/ Project Manager

Supervisor- Trent Larue

- Perform Takeoffs for Bids
- Software Integration and Maintenance (Microvellum and bSuite)
- Design Custom Millwork Using Microvellum (AutoCAD LT)
- Machine Diagnostics & Repair
- Deliver to Jobsites
- Install Cabinets & Millwork
- Manage Site Crews
- Attend Progress Meetings

Autopro Tires and Service

10/1/2015 – 2/3/2016

415 Home Ave, Maryville, TN 37801

(865) 977-1214

General Maintenance Tech

Supervisor- Lee

- Perform General Diagnostics
- Perform Regular Maintenance

G2 Engineering & Management

10/30/2014 – 9/15/2015

2200 Martin Luther King Jr. Ave, Knoxville, TN 37915

(865) 482-4271

Inspection Tech

Supervisor- Linda Roberts

- Locate and Inspect Sanitary Sewer Manholes
- Smoke Test Sanitary Sewer Lines
- GPS The Locations of Inspected Manholes/ Line Defects

CCC Group Inc.

09/12/2013 – 09/02/2014

204 N. Everett High Rd, Maryville, TN 37804

(865) 724-1052

Field Engineer

Supervisor- Troy Mardesen

- Create, Track, and Submit Change Orders
- Create Budgets/ Cost Codes

- Coordinate with Vendors/ Subcontractors
- Attend Job Status Meetings
- Track and Report Costs
- Retrieve/ Interpret Prints
- Communicate/ Coordinate with Frontline Supervision/ Superintendants
- Create Take –Offs, Order Materials and Supplies for a Job
- Inspect and Ensure Jobs are Completed Per the Prints

Green Mountain Coffee Roasters Inc.

3109 Water Plant Rd, Knoxville, TN 37914

Coffee Processing Coordinator

- Roast/ Grind Coffee
- Flavor Coffee
- Material Handling
- Quality Control
- Forklift Training
- Safety Training

06/07/2011 – 09/08/2013

(865) 824-4600

Supervisor- David Copeland

References:

Professional

- Thomas Slusser- CCC Group, (865) 805-2594
- Stephen Johnstone- CCC Group, (865) 919-7578
- Bill Pekala- Superior Kitchens, (865) 202-9617

Personal

- Will Supply Upon Request

Interests: AutoCAD, bSolid, Solidworks, Machining

Experience: I have 1 year of experience in construction engineering and management. I have 11 months of experience in utility inspections. I have 4 years of experience in CAD/ commercial management

Oak Ridge Schools

3rd Attendance Period

November 5, 2021

These numbers reflect the **2021-2022** Skyward Student Management System (Entity) active student enrollment count as of **November 5, 2021**.

The total includes **33** private school and home-schooled students receiving Special Ed services.



Oak Ridge Schools

Enrollment Entity Counts 3rd RP 2021-22

November 5, 2021

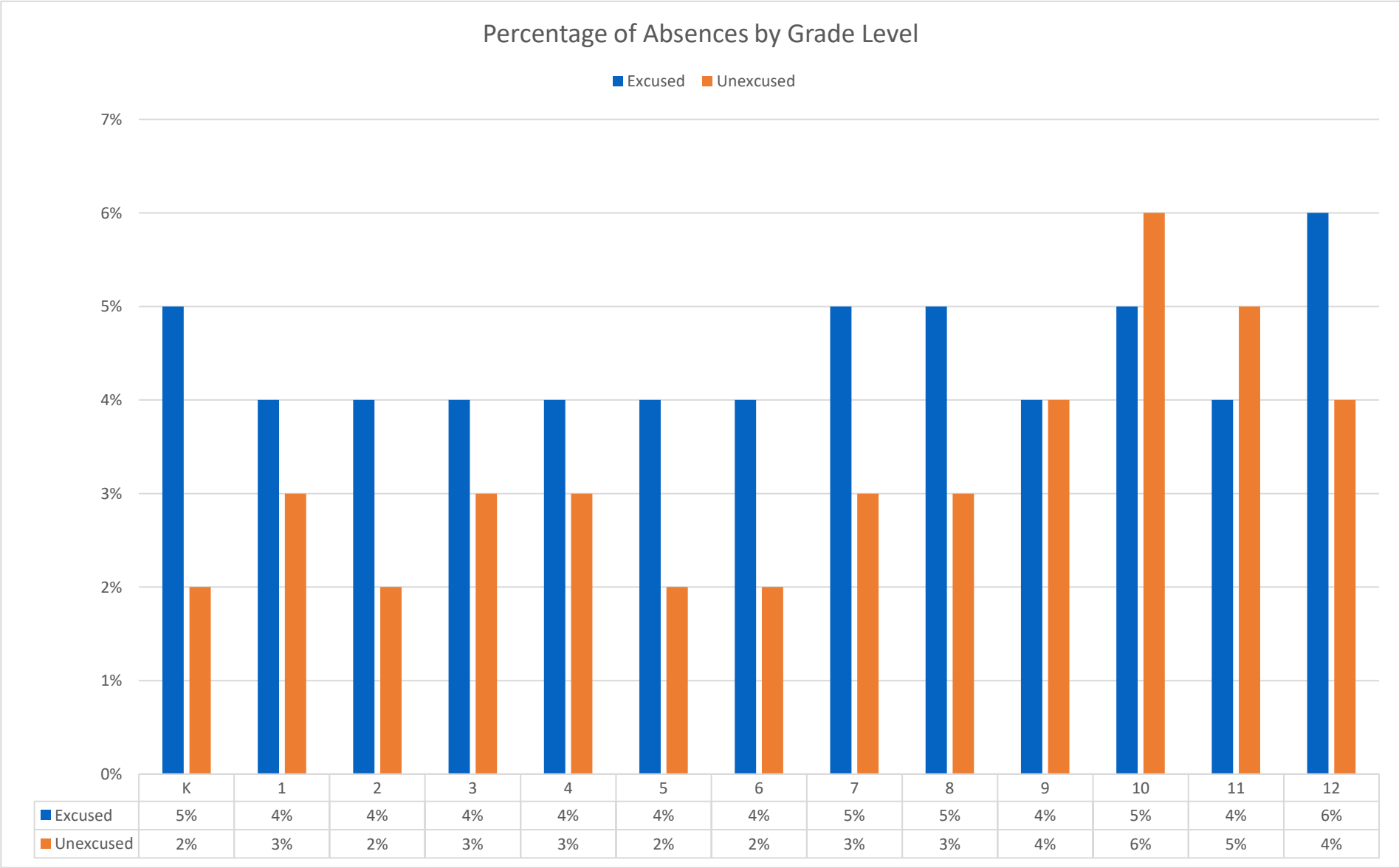
School	P3	P4	K	1	2	3	4	5	6	7	8	9	10	11	12	Total PK-12 2021-22	Previous 2nd RP 2021-22	Diff
Preschool	110	117														227	224	3
Glenwood			80	59	72	72	70									353	357	-4
Linden			83	92	107	108	91									481	482	-1
Willow Brook			85	78	84	70	70									387	388	-1
Woodland			87	83	80	75	88									413	410	3
JMS								160	184	194	185					723	719	4
RMS								152	176	159	192					679	675	4
ORHS												393	398	384	343	1518	1528	-10
Enrollment 2021-22	110	117	335	312	343	325	319	312	360	353	377	393	398	384	343	4781	4783	-2
Prev. 2nd RP 2021-22	106	118	334	313	347	322	321	311	353	353	377	396	400	385	347	4783		
Difference	4	-1	1	-1	-4	3	-2	1	7	0	0	-3	-2	-1	-4	-2		

This report compares the 2021-22 3rd RP period enrollment with the 2021-22 2nd RP period.

Attendance Graphs

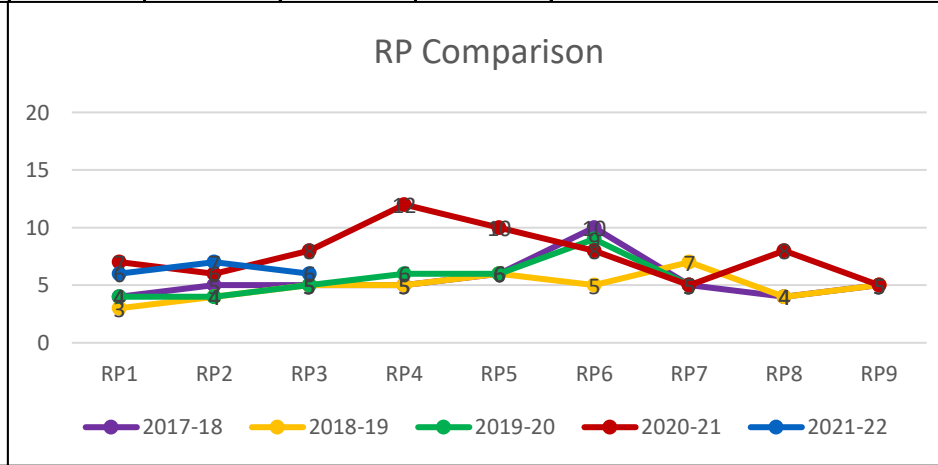
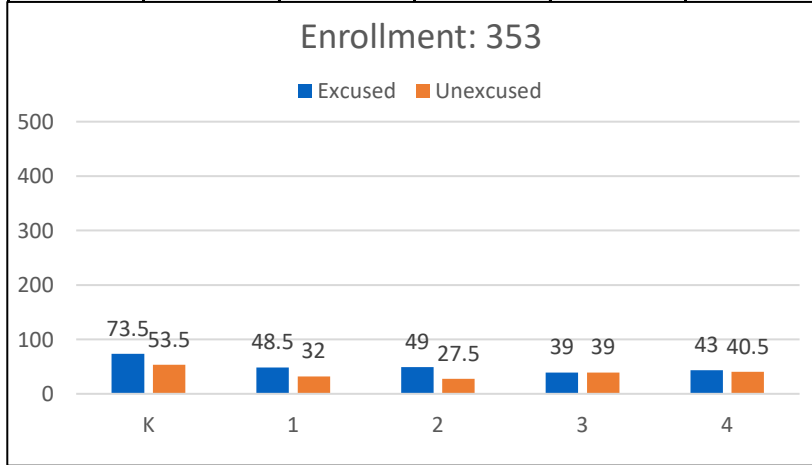
The graphs below display excused and unexcused absence totals, entity counts, and attendance percentages by grade and reporting period. The data was compiled using information from attendance detail and summary reports and entity counts reports.

Reporting Period 3: 9/23/2021-11/3/2021



2017-18	RP1: 4%	RP2: 5%	RP3: 5%	RP4: 5%	RP5: 6%	RP6: 10%	RP7: 5%	RP8: 4%	RP9: 5%
2018-19	RP1: 3%	RP2: 4%	RP3: 5%	RP4: 5%	RP5: 6%	RP6: 5%	RP7: 7%	RP8: 4%	RP9: 5%
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6%	RP6: 8.8%	RP7: 4.9%	Covid-19	Covid-19
2020-21	RP1: 7.3%	RP2: 5.8%	RP3: 8.1%	RP4: 11.6%	RP5: 9.9%	RP6: 7.5%	RP7: 5.3%	RP8: 8%	RP9: 5.4%
2021-22	RP1: 6.3%	RP2: 6.7%	RP3: 6.3%						

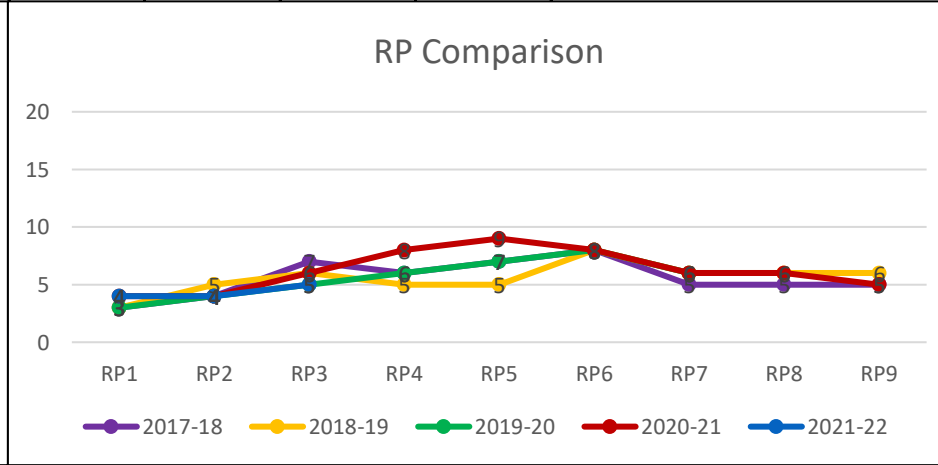
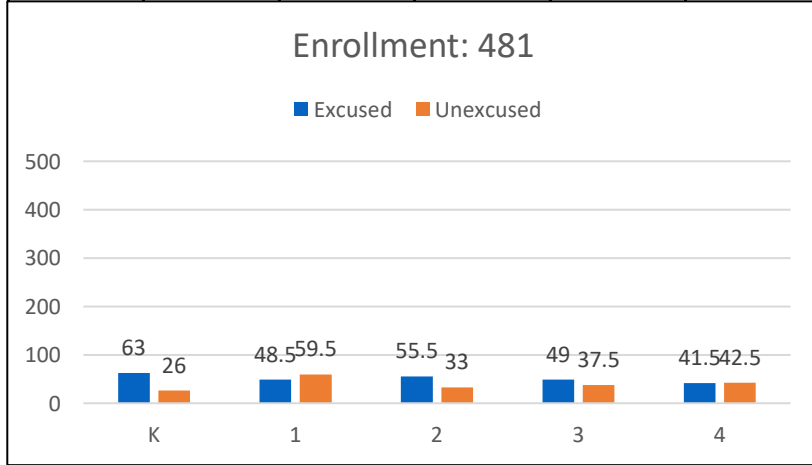
Glenwood



Goal
5.5

2017-18	RP1: 3%	RP2: 4%	RP3: 7%	RP4: 6%	RP5: 7%	RP6: 8%	RP7: 5%	RP8: 5%	RP9: 5%
2018-19	RP1: 3%	RP2: 5%	RP3: 6%	RP4: 5%	RP5: 5%	RP6: 8%	RP7: 6%	RP8: 6%	RP9: 6%
2019-20	RP1: 3%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6.8%	RP6: 7.7%	RP7: 6.4%	Covid-19	Covid-19
2020-21	RP1: 4.3%	RP2: 4.3%	RP3: 6.1%	RP4: 7.7%	RP5: 9.1%	RP6: 7.9%	RP7: 6.2%	RP8: 5.6%	RP9: 5.3%
2021-22	RP1: 4.4%	RP2: 4.2%	RP3: 4.8%						

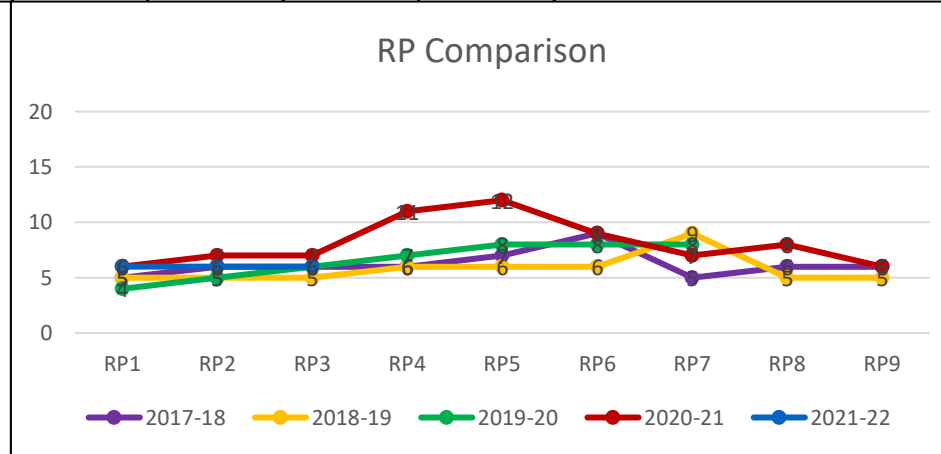
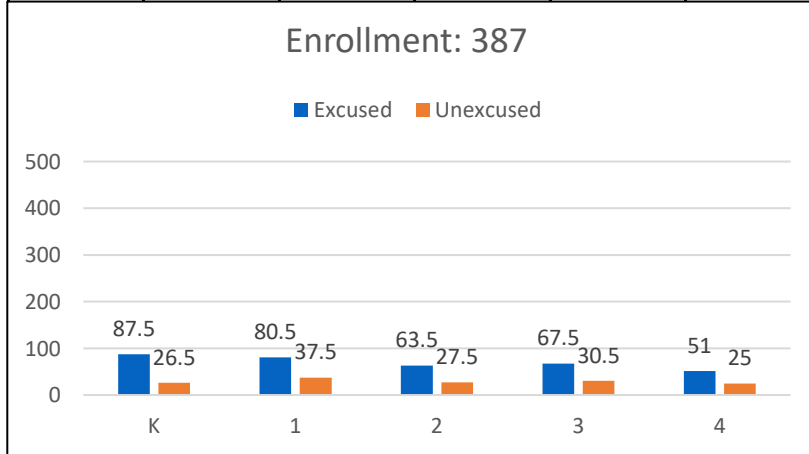
Linden



Goal
5

2017-18	RP1: 5%	RP2: 6%	RP3: 6%	RP4: 6%	RP5: 7%	RP6: 9%	RP7: 5%	RP8: 6%	RP9: 6%
2018-19	RP1: 5%	RP2: 5%	RP3: 5%	RP4: 6%	RP5: 6%	RP6: 6%	RP7: 9%	RP8: 5%	RP9: 5%
2019-20	RP1: 4%	RP2: 5%	RP3: 6%	RP4: 6.6%	RP5: 7.8%	RP6: 8.4%	RP7: 7.5%	Covid-19	Covid-19
2020-21	RP1: 6.1%	RP2: 7.1%	RP3: 7.3%	RP4: 11%	RP5: 11.7%	RP6: 8.9%	RP7: 6.9%	RP8: 7.5%	RP9: 6.4%
2021-22	RP1: 6.1%	RP2: 6%	RP3: 6.4%						

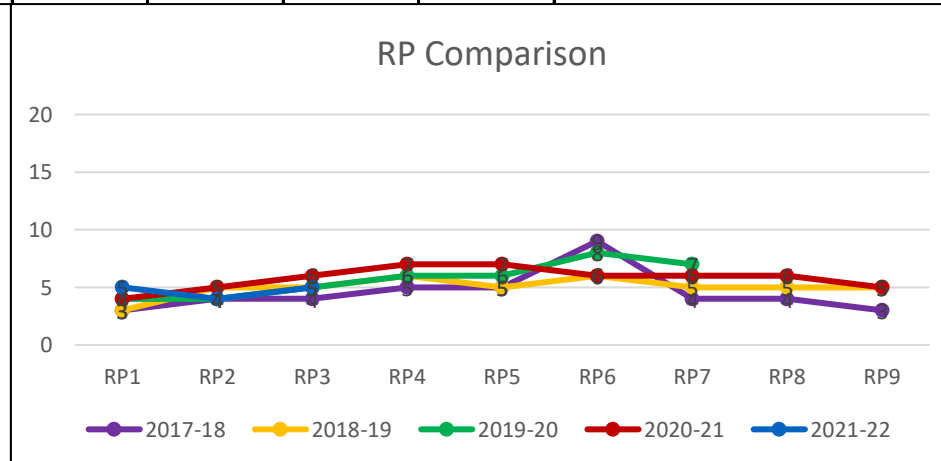
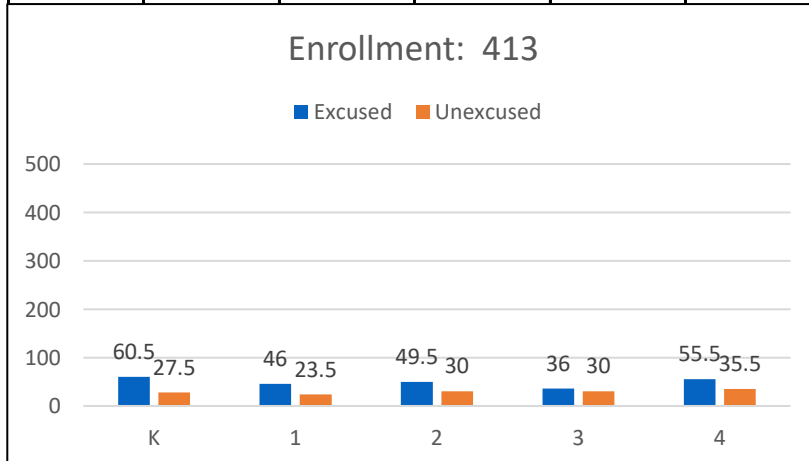
Willow Brook



Goal
6

2017-18	RP1: 3%	RP2: 4%	RP3: 4%	RP4: 5%	RP5: 5%	RP6: 9%	RP7: 4%	RP8: 4%	RP9: 3%
2018-19	RP1: 3%	RP2: 5%	RP3: 5%	RP4: 6%	RP5: 5%	RP6: 6%	RP7: 5%	RP8: 5%	RP9: 5%
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.6%	RP5: 6.2%	RP6: 8.4%	RP7: 6.6%	Covid-19	Covid-19
2020-21	RP1: 4.1%	RP2: 4.9%	RP3: 6.2%	RP4: 7.1%	RP5: 7.1%	RP6: 5.9%	RP7: 5.5%	RP8: 5.9%	RP9: 5.3%
2021-22	RP1: 4.5%	RP2: 4.1%	RP3: 4.8%						

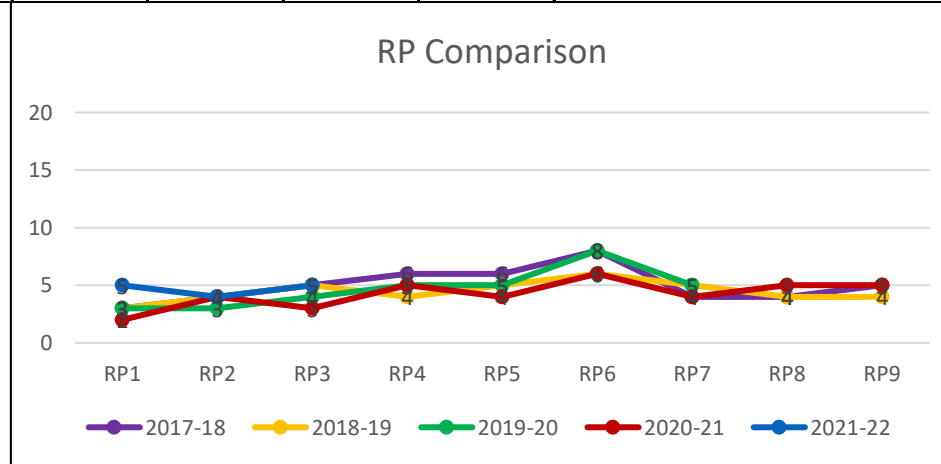
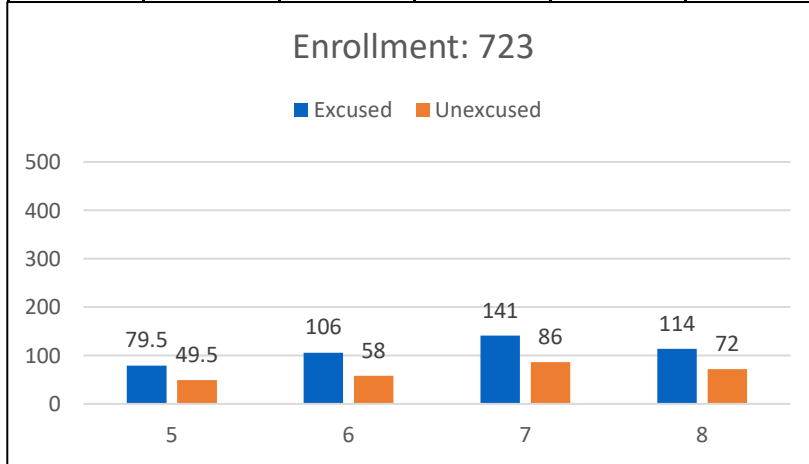
Woodland



Goal
4

2017-18	RP1: 3%	RP2: 4%	RP3: 5%	RP4: 6%	RP5: 6%	RP6: 8%	RP7: 4%	RP8: 4%	RP9: 5%
2018-19	RP1: 3%	RP2: 4%	RP3: 5%	RP4: 4%	RP5: 5%	RP6: 6%	RP7: 5%	RP8: 4%	RP9: 4%
2019-20	RP1: 3%	RP2: 3%	RP3: 4%	RP4: 5%	RP5: 4.9%	RP6: 8.4%	RP7: 5.2%	Covid-19	Covid-19
2020-21	RP1: 2.2%	RP2: 4.1%	RP3: 3.4%	RP4: 4.5%	RP5: 3.8%	RP6: 5.7%	RP7: 3.7%	RP8: 5.1%	RP9: 4.7%
2021-22	RP1: 5.1%	RP2: 4.2%	RP3: 4.9%						

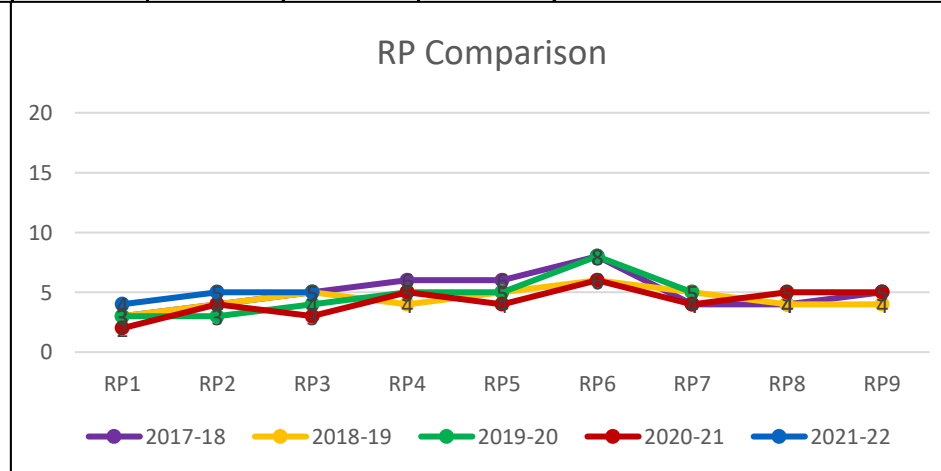
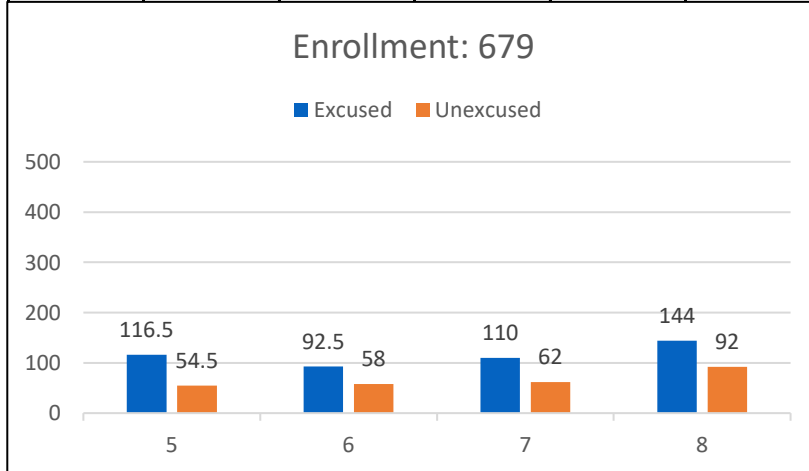
Jefferson



Goal
4.5

2017-18	RP1: 3%	RP2: 5%	RP3: 5%	RP4: 5%	RP5: 8%	RP6: 8%	RP7: 6%	RP8: 5%	RP9: 7%
2018-19	RP1: 4%	RP2: 5%	RP3: 6%	RP4: 5%	RP5: 5%	RP6: 8%	RP7: 6%	RP8: 5%	RP9: 6%
2019-20	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 5.7%	RP5: 5.6%	RP6: 7.9%	RP7: 5.7%	Covid-19	Covid-19
2020-21	RP1: 2%	RP2: 2.3%	RP3: 3.4%	RP4: 4%	RP5: 2.7%	RP6: 3.3%	RP7: 2.8%	RP8: 5.6%	RP9: 5.1%
2021-22	RP1: 4.2%	RP2: 4.7%	RP3: 5.4%						

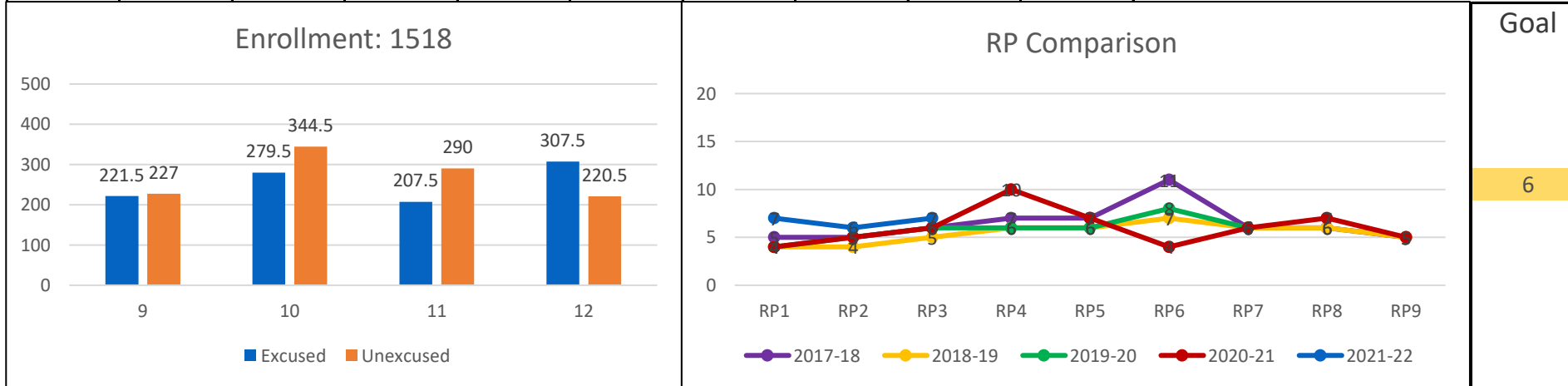
Robertsville



Goal
5

2017-18	RP1: 5%	RP2: 5%	RP3: 6%	RP4: 7%	RP5: 7%	RP6: 11%	RP7: 6%	RP8: 6%	RP9: 5%
2018-19	RP1: 4%	RP2: 4%	RP3: 5%	RP4: 6%	RP5: 6%	RP6: 7%	RP7: 6%	RP8: 6%	RP9: 5%
2019-20	RP1: 4%	RP2: 5%	RP3: 6%	RP4: 6.2%	RP5: 6.4%	RP6: 7.6%	RP7: 6.4%	Covid-19	Covid-19
2020-21	RP1: 3.6%	RP2: 4.6%	RP3: 5.5%	RP4: 9.9%	RP5: 6.8%	RP6: 3.8%	RP7: 5.8%	RP8: 7.1%	RP9: 5.1%
2021-22	RP1: 7.2%	RP2: 6.2%	RP3: 6.9%						

ORHS



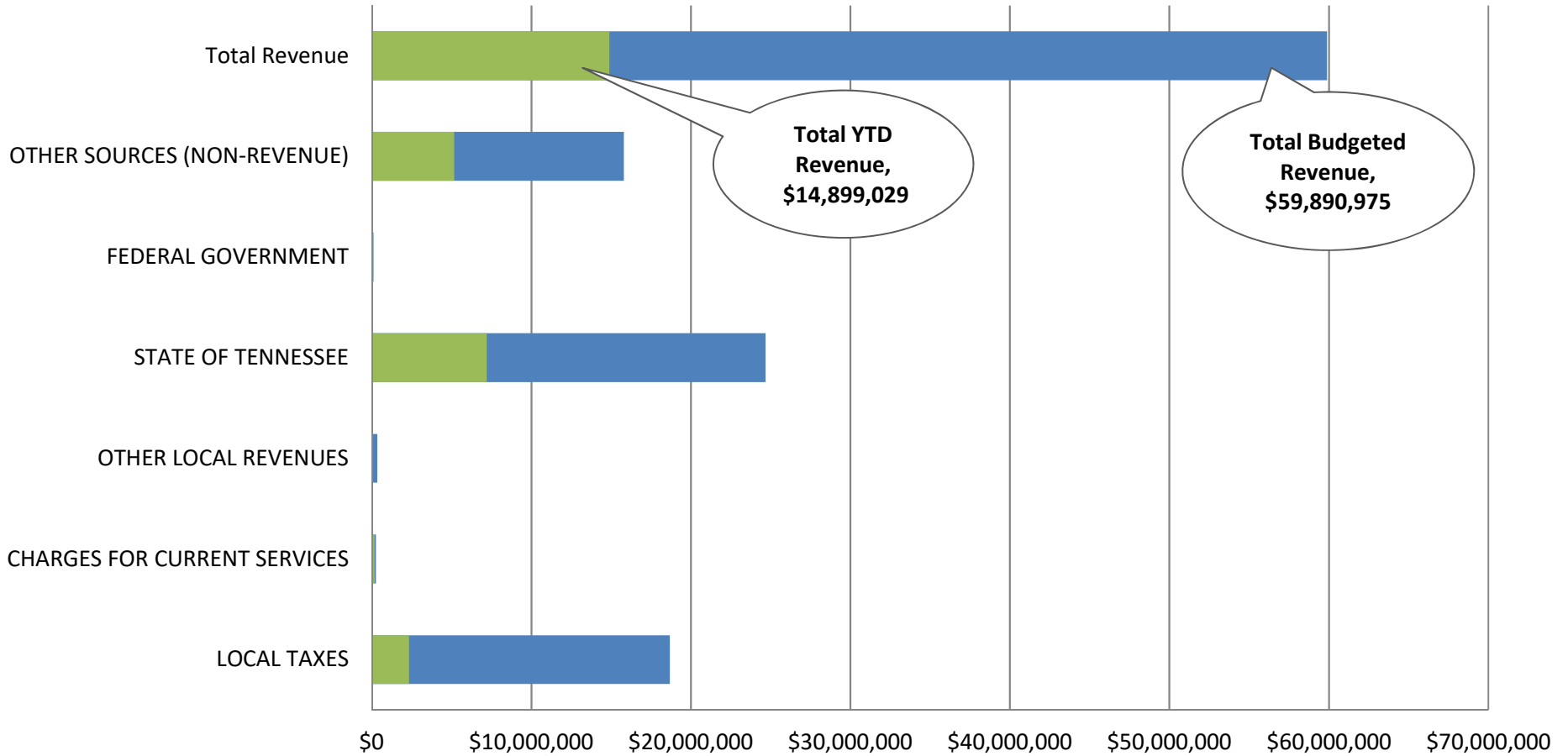
Acct	Acct	2021-22 FYTD Budget	October 2021-22 Monthly Activity	2021-22 Year-To-Date	2021-22 Percent of Budget	2021-22 Variance from Bud	Encumbered Amount	Unencumbered Budget Remaining
40110	Current Property Tax	11,945,577.00	96,157.81	142,372.99	1.19%	11,803,204.01		11,803,204.01
40210	Local Option Sales Tax	6,748,319.00	679,775.08	2,197,353.84	32.56%	4,550,965.16		4,550,965.16
40275	Mixed Drink Tax	125.00	47.25	142.80	114.24%	-17.80		-17.80
40280	Mineral Severance Tax	125.00				125.00		125.00
43511	Tuition - Regular Day Students	260,000.00	13,988.32	176,381.80	67.84%	83,618.20		83,618.20
43513	Tuition - Summer School	5,000.00				5,000.00		5,000.00
43533	Transportation Fees	2,500.00				2,500.00		2,500.00
44110	Interest Earned	25,000.00	813.71	3,083.21	12.33%	21,916.79		21,916.79
44120	Lease/Rentals	5,000.00	2,295.80	4,025.80	80.52%	974.20		974.20
44170	Miscellaneous Refunds	2,500.00				2,500.00		2,500.00
44530	Sale of Equipment	60,000.00		1,395.05	2.33%	58,604.95		58,604.95
44560	Damages Recovered from Individ			60.84		-60.84		-60.84
44570	Contributions & Gifts	181,821.71	800.00	800.00	0.44%	181,021.71		181,021.71
44990	Other Local Revenues	75,000.00	80.00	1,224.53	1.63%	73,775.47		73,775.47
46511	Basic Education Program	23,721,000.00	2,372,100.00	7,116,300.00	30.00%	16,604,700.00		16,604,700.00
46515	Early Childhood Education	459,658.83	73,806.18	73,806.18	16.06%	385,852.65		385,852.65
46590	Other State Education Funds	331,869.02	7,649.56	14,400.17	4.34%	317,468.85		317,468.85
46610	Career Ladder Program	124,000.00				124,000.00		124,000.00
46990	Other State Revenues	45,189.00				45,189.00		45,189.00
47630	Public Law 874 - Maint/Operat.	25,000.00				25,000.00		25,000.00
47640	ROTC Reimbursement	76,827.00		3,027.90	3.94%	73,799.10		73,799.10
49700	Insurance Recovery	2,500.00				2,500.00		2,500.00
49800	Transfers In	300,000.00				300,000.00		300,000.00
49810	City General Fund Transfer	15,493,963.00	1,291,163.58	5,164,654.32	33.33%	10,329,308.68		10,329,308.68
-----	Revenue	59,890,974.56	4,538,677.29	14,899,029.43	24.88%	44,991,945.13		44,991,945.13
		=====	=====	=====	=====	=====		=====
71100	Regular Instruction Prgm	27,925,833.25	2,174,255.73	6,842,117.11	24.50%	21,083,716.14	19,173,211.37	1,910,504.77
71150	Alternative Instruction Prgm	844,781.00	73,707.23	209,170.83	24.76%	635,610.17	605,037.60	30,572.57
71200	Special Education Prgm	4,576,538.00	372,900.44	1,078,871.64	23.57%	3,497,666.36	3,256,747.32	240,919.04
71300	Career/Technical Education Prg	1,568,976.00	130,634.75	410,972.85	26.19%	1,158,003.15	1,125,048.33	32,954.82
71900	Contingency	182,131.71		-7,043.29	-3.87%	189,175.00		189,175.00
72120	Health Services	118,491.00	8,245.79	25,159.99	21.23%	93,331.01	70,072.34	23,258.67
72130	Other Student Support	1,657,368.94	128,745.58	498,514.64	30.08%	1,158,854.30	1,013,145.30	145,709.00
72210	Regular Inst. Support	3,094,534.06	305,955.40	904,815.00	29.24%	2,189,719.06	1,840,933.83	348,785.23
72220	Special Education Support	856,577.00	70,953.82	222,879.75	26.02%	633,697.25	593,392.77	40,304.48
72230	Career & Technical Prg Support	125,751.00	8,464.15	32,153.78	25.57%	93,597.22	76,260.56	17,336.66
72250	Technology Services	2,625,333.00	198,642.00	873,127.83	33.26%	1,752,205.17	1,297,281.81	454,923.36
72290	Communications	125,256.00	9,436.39	36,941.34	29.49%	88,314.66	71,877.83	16,436.83

Acct	Acct	2021-22 FYTD Budget	October 2021-22 Monthly Activity	2021-22 Year-To-Date	2021-22 Percent of Budget	2021-22 Variance from Bud	Encumbered Amount	Unencumbered Budget Remaining
72310	Board of Education	1,048,860.00	20,391.08	398,269.58	37.97%	650,590.42	5,590.64	644,999.78
72320	Director of Schools	367,944.00	28,369.78	118,245.71	32.14%	249,698.29	227,257.47	22,440.82
72410	Office of the Principal	4,051,743.69	298,676.91	1,214,691.82	29.98%	2,837,051.87	2,622,325.19	214,726.68
72510	Fiscal Services	902,257.00	67,645.55	306,525.18	33.97%	595,731.82	457,388.74	138,343.08
72520	Human Resources/ Personnel	436,091.00	30,153.50	157,881.77	36.20%	278,209.23	234,507.58	43,701.65
72610	Operation of Plant	4,277,542.00	361,468.40	1,354,389.31	31.66%	2,923,152.69	1,501,336.63	1,421,816.06
72620	Maintenance of Plant	1,878,612.00	132,538.96	562,637.59	29.95%	1,315,974.41	935,466.08	380,508.33
72710	Transportation	1,650,938.08	167,137.96	426,219.99	25.82%	1,224,718.09		1,224,718.09
73400	Early Childhood Education	459,658.83	39,037.84	112,844.02	24.55%	346,814.81	348,923.08	-2,108.27
73401	Pre-K General Fund	748,800.00	67,752.99	218,345.46	29.16%	530,454.54	403,491.28	126,963.26
76100	Regular Capital Outlay	1,912,705.00	89,690.74	539,017.79	28.18%	1,373,687.21	42,961.31	1,330,725.90
99100	Transfers Out	76,784.00				76,784.00		76,784.00
-----	Expense	61,513,506.56	4,784,804.99	16,536,749.69	26.88%	44,976,756.87	35,902,257.06	9,074,499.81
-----	General Purpose School Fund	-1,622,532.00	-246,127.70	-1,637,720.26	25.89%	15,188.26	-35,902,257.06	35,917,445.32
	Grand Revenue Totals	59,890,974.56	4,538,677.29	14,899,029.43	24.88%	44,991,945.13		44,991,945.13
	Grand Expense Totals	61,513,506.56	4,784,804.99	16,536,749.69	26.88%	44,976,756.87	35,902,257.06	9,074,499.81
	Grand Totals	1,622,532.00	246,127.70	1,637,720.26	100.94%	15,188.26	35,902,257.06	35,917,445.32
		Loss	Loss	Loss		Profit	Loss	Profit

Number of Accounts: 1226

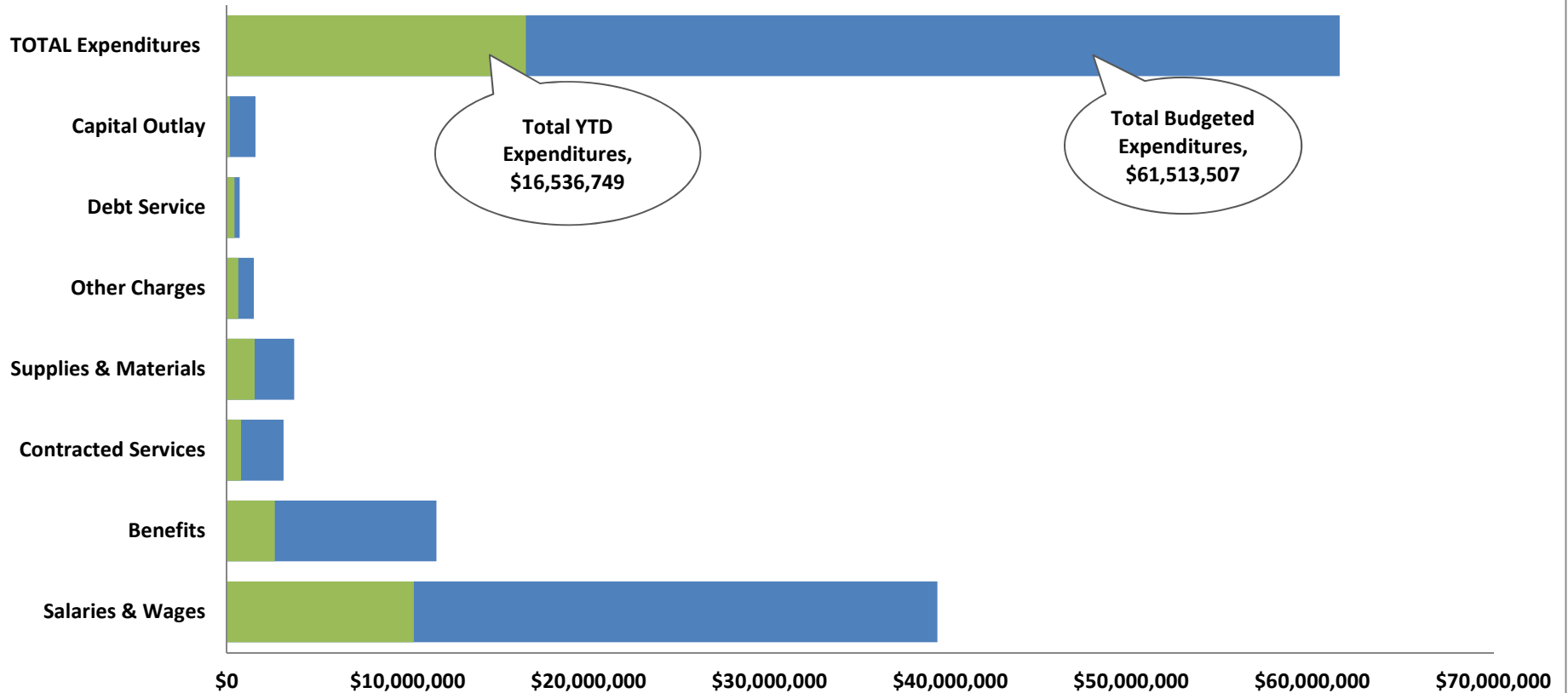
***** End of report *****

General Fund Revenue Budget to Actual Summary - October, 2021



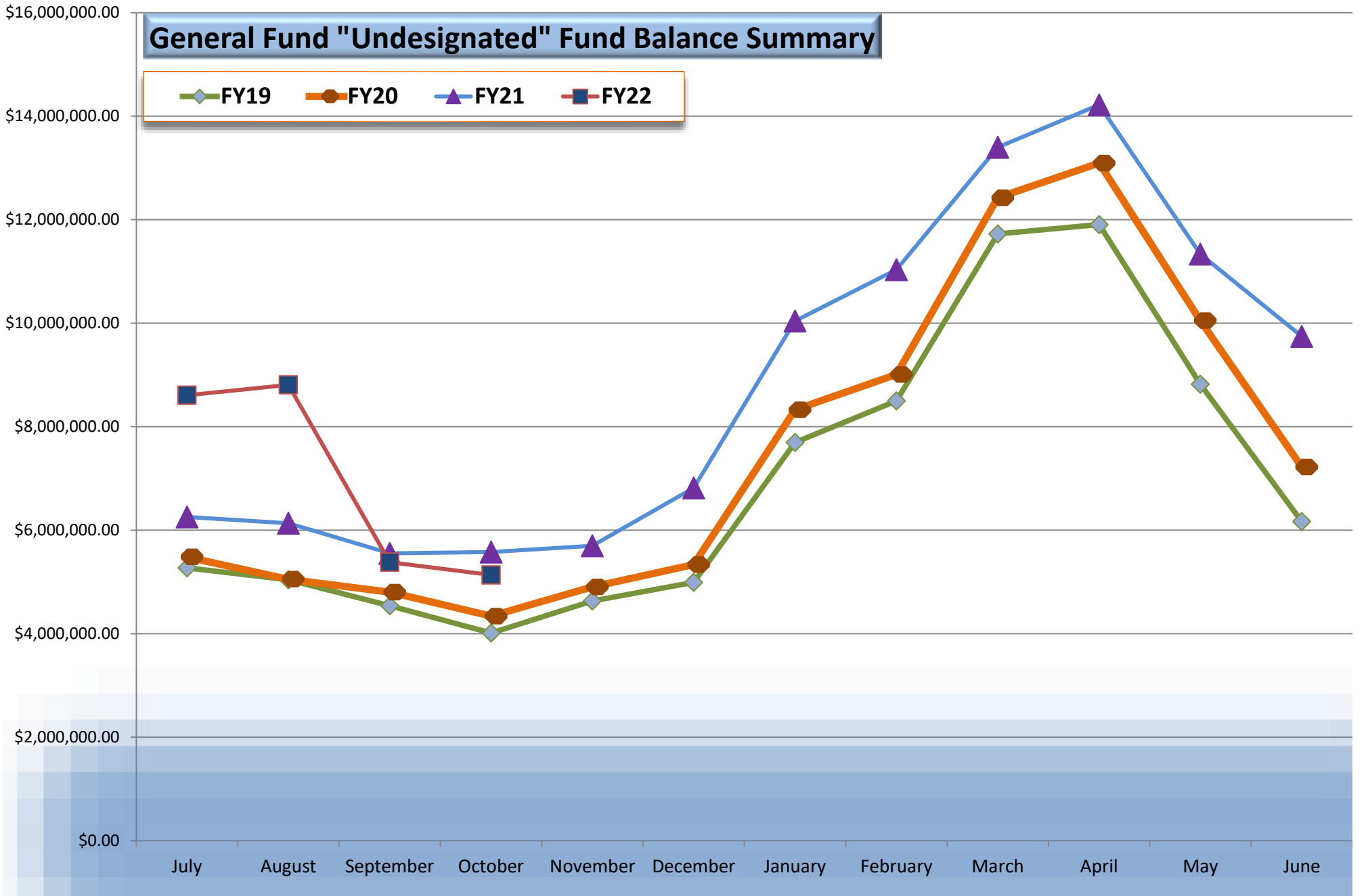
	LOCAL TAXES	CHARGES FOR CURRENT SERVICES	OTHER LOCAL REVENUES	STATE OF TENNESSEE	FEDERAL GOVERNMENT	OTHER SOURCES (NON-REVENUE)	Total Revenue
Percent of Budget	8.37%	60.71%	1.83%	19.25%	2.97%	24.52%	24.88%
Year-To-Date	\$2,339,870	\$176,382	\$10,589	\$7,204,506	\$3,028	\$5,164,654	\$14,899,029
FYTD Budget	\$18,694,146	\$267,500	\$349,322	\$24,681,717	\$101,827	\$15,796,463	\$59,890,975

General Fund Expenditure Budget to Actual Summary by Object October, 2021



	Salaries & Wages	Benefits	Contracted Services	Supplies & Materials	Other Charges	Debt Service	Capital Outlay	TOTAL Expenditures
■ FYTD %	18.08%	14.36%	17.50%	33.87%	32.44%	49%	18.59%	26.88%
■ FYTD Activity	\$10,338,211	\$2,647,952	\$790,433	\$1,536,795	\$635,204	\$420,000	\$168,154	\$16,536,749
■ FYTD Revised Bdgt	\$39,277,522	\$11,592,949	\$3,143,040	\$3,721,231	\$1,489,360	\$707,205	\$1,582,200	\$61,513,507

General Fund "Undesignated" Fund Balance Summary



Acct	Acct	2021-22 FYTD Budget	October 2021-22 Monthly Activity	2021-22 Year-To-Date	2021-22 Percent of Budget	2021-22 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
142	School Federal Projects							
R	Revenue							
47131	Vocational Program Improvement	80,480.61	4,136.49	13,020.32	16.18%	67,460.29		67,460.29
47141	Title I	1,010,417.09	68,946.95	139,790.60	13.83%	870,626.49		870,626.49
47143	Special Education Grants	1,210,360.25	84,720.93	155,112.65	12.82%	1,055,247.60		1,055,247.60
47145	Special Ed Pre-School Grants	34,298.00	2,502.24	5,001.34	14.58%	29,296.66		29,296.66
47146	English Lang Acq Grants	23,897.95	1,521.28	4,065.28	17.01%	19,832.67		19,832.67
47147	Title IV Part B, 21st Century	169,716.78	11,560.81	11,560.81	6.81%	158,155.97		158,155.97
47189	Title II	210,422.97	18,796.52	53,041.75	25.21%	157,381.22		157,381.22
47301	COVID-19 Grant #1	116,459.87	21,393.38	91,462.41	78.54%	24,997.46		24,997.46
47307	COVID-19 Grant B	2,455,878.92	86,913.22	1,762,776.01	71.78%	693,102.91		693,102.91
47310	COVID-19 Grant E	1,273,000.00	62,318.98	68,091.19	5.35%	1,204,908.81		1,204,908.81
47401	ESSER 3.0	7,189,969.91	1,289,801.16	1,289,801.16	17.94%	5,900,168.75		5,900,168.75
47402	American Rescue Plan	247,641.11				247,641.11		247,641.11
47590	Other Federal Through State	1,363,019.62	66,304.71	189,657.17	13.91%	1,173,362.45		1,173,362.45
47990	Other Direct Fedral Revenue	1,227,640.74	67,614.52	149,402.28	12.17%	1,078,238.46		1,078,238.46
-----	Revenue	16,613,203.82	1,786,531.19	3,932,782.97	23.67%	12,680,420.85		12,680,420.85
E	Expense							
71100	Regular Instruction Prgm	5,912,346.68	402,991.65	3,343,480.33	56.55%	2,568,866.35	720,825.02	1,848,041.33
71200	Special Education Prgm	1,235,546.46	67,429.88	184,450.06	14.93%	1,051,096.40	569,974.02	481,122.38
71300	Career/Technical Education Prg	1,266,290.61	167,393.80	246,215.09	19.44%	1,020,075.52	276,962.75	743,112.77
72120	Health Services	1,050,906.92	192,109.98	362,338.79	34.48%	688,568.13	509,661.59	178,906.54
72130	Other Student Support	561,936.77	5,278.14	31,548.84	5.61%	530,387.93	43,605.34	486,782.59
72210	Regular Inst. Support	2,327,489.07	195,266.45	360,361.63	15.48%	1,967,127.44	670,061.81	1,297,065.63
72220	Special Education Support	368,882.48	26,643.14	76,534.63	20.75%	292,347.85	213,307.63	79,040.22
72230	Career & Technical Prg Support	4,000.00	37.86	788.32	19.71%	3,211.68	791.98	2,419.70
72250	Technology Services	8,455.34		460.00	5.44%	7,995.34	163.65	7,831.69
72610	Operation of Plant	163.65				163.65		163.65
72710	Transportation	330,000.00		1,807.28	0.55%	328,192.72		328,192.72
73300	Community Services	1,389,831.72	90,671.79	282,179.49	20.30%	1,107,652.23	637,987.20	469,665.03
76100	Regular Capital Outlay	1,582,947.56	98,493.20	750,485.24	47.41%	832,462.32	434,462.32	398,000.00
99100	Transfers Out	574,406.56				574,406.56		574,406.56
-----	Expense	16,613,203.82	1,246,315.89	5,640,649.70	33.95%	10,972,554.12	4,077,803.31	6,894,750.81

Acct	Acct	2021-22 FYTD Budget	October 2021-22 Monthly Activity	2021-22 Year-To-Date	2021-22 Percent of Budget	2021-22 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
145	Other Education Funds							
R	Revenue							
44990	Other Local Revenues	35,000.00	700.00	5,331.00	15.23%	29,669.00		29,669.00
46590	Other State Education Funds	121,401.65	6,876.15	16,932.81	13.95%	104,468.84		104,468.84
49800	Transfers In	76,784.00				76,784.00		76,784.00
-----	Revenue	233,185.65	7,576.15	22,263.81	9.55%	210,921.84		210,921.84
E	Expense							
72130	Other Student Support	106,395.65	8,402.52	28,289.62	26.59%	78,106.03	70,504.15	7,601.88
72210	Regular Inst. Support	1,790.00				1,790.00		1,790.00
72620	Maintenance of Plant	90,000.00				90,000.00	65,675.95	24,324.05
73300	Community Services	35,000.00	2,816.43	19,264.62	55.04%	15,735.38	8.24	15,727.14
-----	Expense	233,185.65	11,218.95	47,554.24	20.39%	185,631.41	136,188.34	49,443.07
-----	Other Education Funds		-3,642.80	-25,290.43	14.97%	25,290.43	-136,188.34	161,478.77
=====								
146	Extended School Program							
R	Revenue							
43581	Community Services Fees Child	362,340.00	26,406.00	131,052.50	36.17%	231,287.50		231,287.50
-----	Revenue	362,340.00	26,406.00	131,052.50	36.17%	231,287.50		231,287.50
E	Expense							
73300	Community Services	352,340.00	30,354.69	87,150.49	24.73%	265,189.51	161,407.91	103,781.60
99100	Transfers Out	10,000.00				10,000.00		10,000.00
-----	Expense	362,340.00	30,354.69	87,150.49	24.05%	275,189.51	161,407.91	113,781.60

Acct	Acct	2021-22 FYTD Budget	October 2021-22 Monthly Activity	2021-22 Year-To-Date	2021-22 Percent of Budget	2021-22 Variance from Bud	Encumbered Amount	Unencumbered Balance Remaining
146	Extended School Program							
-								
-----	Extended School Program		-3,948.69	43,902.01	30.11%	-43,902.01	-161,407.91	117,505.90
			=====	=====	=====	=====	=====	=====

Grand Revenue Totals	19,637,227.47	1,870,225.82	4,565,974.65	23.25%	15,071,252.82		15,071,252.82
Grand Expense Totals	19,787,227.47	1,538,335.76	6,150,012.62	31.08%	13,637,214.85	4,413,134.91	9,224,079.94
Grand Totals	150,000.00	331,890.06	1,584,037.97	1,056.03%	1,434,037.97	4,413,134.91	5,847,172.88
	Loss	Profit	Loss		Profit	Loss	Profit

Number of Accounts: 666

***** End of report *****

Combined Fund Balance and YTD Operating Statement Summary

October, 2021

Description	General Fund 141	Federal Fund 142	Food Service Fund 143	Special Fund 145	ECC Fund 146
Beginning Fund Balance July 1, 2021	11,705,038.00	0.00	1,064,016.59	31,450.52	98,302.59
Plus YTD Revenue per books 10/31/21	14,899,029.43	3,932,782.97	479,875.37	22,263.81	131,052.50
Less YTD Expenditures per books 10/31/21	(16,536,749.69)	(5,640,649.70)	(374,658.19)	(47,554.24)	(87,150.49)
Revenues Over (Under) Expenditures as of 10/31/21	(1,637,720.26)	(1,707,866.73)	105,217.18	(25,290.43)	43,902.01
Ending Fund Balance per books as of 10/31/21	10,067,317.74	(1,707,866.73)	\$1,169,233.77	6,160.09	142,204.60

Fund Balance Restricted/Committed/Assigned Status

Encumbrances and Deferred Revenue			\$ 32,065.41		
Inventory					
Restricted for Career Ladder Program					
Restricted for Operation of Non-Instructional Services			987,168.36		142,204.60
Committed for Other Purposes (Vehicles- ERR Fund)	283,570.52				
Committed for Other Purposes (Device Replacement)	3,000,000.00				
Assigned for Instruction- Coordinated School Health	1,707.17				
Assigned for other local grants					
Assigned for Instruction - Education Foundation Grant	11,720.92				
Assigned for Instruction (APSI-ORHS)	12,279.95				
Assigned for Support Services FRC Local Funds (56)				17,516.90	
Nonspendable-Prepaid Expenditures					
Assigned to Balance FY22 Budget	1,622,532.00	0.00	150,000.00		
Unassigned Fund Balance 10/31/21	\$ 5,135,507.18	-1,707,866.73		-11,356.81	
Total Fund Balance 10/31/21	10,067,317.74	\$ (1,707,866.73)	\$ 1,169,233.77	\$ 6,160.09	\$ 142,204.60