

Board of Education Regular Meeting

December 10, 2024 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item</p>	<p>Chair Butch Campbell</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Raelynn Settles, a 3rd grade student at Hobgood Elementary School and Madison Norrise, a 5th grade student at Reeves Rogers Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item</p>	<p>Chair Butch Campbell</p>
<p>III. COMMUNICATIONS Information Item Erma Siegel Elementary will be hosting a STEAM walk on Friday, December 13 from 7:45 - 1:30 p.m. based on grade levels.</p> <p>It was a great day at MTSU for the annual MCS Education Game. Over 3,600 MCS students and staff filled the building for a fabulous and very loud day.</p> <p>Discovery School applications are now open. Visit the Discovery School website to download an application. The next information meeting is December 19 via zoom.</p> <p>We are so thankful for the many choir concerts, performances, and lunches that our students and families got to participate in over the Thanksgiving holiday. Thank you to the teachers, administrators and nutrition team that made this possible.</p> <p>Thank you to our friends at the Rutherford County Farm Bureau for donating books to our school libraries in honor of Agriculture Literacy Week.</p> <p>Over 400 individuals participated in Breakfast with Santa. This annual holiday breakfast is for our staff members and their families. Thank you to our nutrition team, Shacklett's Photography and Santa for making it a great morning.</p> <p>The 6-week Born Learning Academy with United Way at Scales Elementary finished in November and was a great success. We plan to host this preschool academy again in the spring of 2025.</p> <p>The 2025 Season of Sharing has been a huge success. We couldn't be more grateful to all our community partners who pulled together to make sure that our children receive the joy of the holidays. Thank you to Onward Realty, North Boulevard Church of Christ, Band of Brothers, Murfreesboro Police Department, and General Mills.</p> <p>Thank you to the many businesses and individuals who will be sponsoring children throughout the district to make their holidays bright.</p>	<p>Mrs. Lisa Trail</p>

The 2025-26 MCS job fair is scheduled for February 8 from 9:30-11:30 a.m.	
As a reminder, please complete your special census forms.	
A. The Best of MCS-Tara Bowker Procedural Item	Dr. Trey Duke
B. Spotlight on Education Reward Schools <ul style="list-style-type: none"> • Bradley Academy • Discovery School C. Level 5 Schools <ul style="list-style-type: none"> • Bradley Academy • Discovery School • Reeves Rogers Elementary D. District Level <ul style="list-style-type: none"> • Supervisor of the Year-Ken Rocha • Principal of the Year-Dr. Caitlin Bullard • Teachers of the Year-Dr. Ashley Mushamba, Ms. Hannah Bowe, and Ms. Helen Belcher Procedural Item	Dr. Trey Duke
E. Public Comment: John Amanchukwu Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of Board Minutes for the 11-12-24 Board Meeting and the 11-19-24 Special Called Board Meeting Consent Item	
B. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 5.106, Application and Employment on Second Reading Consent Item	
C. Approval of Contract-CDW ISE Implementation Technology Consent Item	
D. Approval of Contract-IT Glue (3 year contract) Consent Item	
E. Approval of Canon Copier Lease Agreements Consent Item	
F. Approval of Student Field Trip Fees Consent Item	
G. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Proposed 2025-2026 School Calendar Action Item	Dr. Trey Duke
B. Approval of the District Management Team for Collaborative Conferencing Action Item	Dr. Trey Duke
C. Recommendation of Zoning Appeal Special Committee by Director Action Item	Dr. Trey Duke
D. Recommendation of Charter School Review Team by Director Action Item	Dr. Trey Duke

E. Approval of Purchase/Sale Agreement of Property at 910 Ridgely Road, Murfreesboro, TN Action Item	Dr. Trey Duke
F. Approval of the Special Education Integrated PreK Funding Resolution Action Item	Dr. Trey Duke
G. Approval of the October Revenue and Expenditure Report Action Item	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Personnel Report Information Item	Dr. Maria Johnson
B. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

November 12, 2024 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Lisa Trail, Sonya Cox, Tiffany Strevel, Ken Rocha, April Zavis, Warren Frye, Franchesa Graffeo, Angela Fairchild, Adam Bryson, Don Bartch, Daniel Owens, and Maria Johnson</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	<p>Chair Butch Campbell</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Ella Frye, a kindergarten student at Mitchell Neilson Elementary, and Mason Johnson, a first grade student and his brother Adrian Johnson, a fourth grade student at Cason Lane Academy.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	<p>Chair Butch Campbell</p>
<p>III. COMMUNICATIONS Information Item American Education Week-November 18-November 22</p> <p>We're excited this year that River Oaks Church will be providing full Thanksgiving dinners to 55 families from Mitchell-Neilson. Additionally, the Tracy Lawrence Organization is delivering 100 prepared turkey dinners to Cason Lane Academy. This act of kindness guarantees that more of our families can enjoy a special Thanksgiving meal together.</p> <p>The Season of Sharing has begun and will bring so much joy to our students next month. Thanks to the combined efforts of several community partners, including General Mills, Band of Brothers with North Boulevard, and our very own MCS Instructional Team, students will receive gifts and essential items to make the Christmas season a little brighter. These generous organizations and teams have "adopted" students to provide them with gifts and necessities for the Christmas Season. This is such a great example of community spirit that is making a difference in our students lives. We are thankful to our community partners!</p> <p>North Boulevard Church of Christ is hosting their annual "Very Special Christmas Party. Our students in need and their families are invited to come for a meal, enjoy a performance by the youth group, and celebrate the season with gift-giving. Coats will also be available for anyone in need. This is such a special time for students and their families to enjoy, and we are so grateful for the partnership with North Boulevard.</p>	<p>Mrs. Lisa Trail</p>

<p>Murfreesboro City Schools would like to thank the City Schools Foundation for the hours they spent on tennis and pickleball courts this past weekend to help raise money for our district.</p> <p>Also, you all received an invitation to participate in the census from Mr. Sam Huddleston. Please do your part and complete the census for our city.</p>	
<p>A. The Best of MCS-Franchesca Graffeo-Black Fox-TN Early Educators of the Year Procedural Item</p>	Dr. Trey Duke
<p>B. Spotlight on Education-Extended School Program Procedural Item Ms. Cynthia Hopkins came forward and presented the highlights of the ESP program. She shared a PowerPoint of the program with the Board.</p>	Dr. Trey Duke
<p>C. Public Comment Procedural Item</p>	Chair Butch Campbell
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>A. Approval of 10-29-24 Board Minutes Consent Item</p>	
<p>B. Approval of Surplus Property Disposal Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Butch Campbell
<p>A. Approval of Surety Bond for Finance Director Action Item Motion to approve the Surety Bond for Finance Director. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>B. Approval of Board Policy 5.106, Application and Employment on First Reading Action Item Motion to approve Board Policy 5.106, Application and Employment on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p> <p>Amanda Moore said that she was a little hesitant about approving this policy because of the possibility of communicable diseases. She asked Dr. Duke to clarify this portion of the policy. Dr. Duke stated that previously the applicant had to have a health statement from a physician verifying that they were physically capable to do the work. Now the applicant will have to certify that the they do not have the communicable diseases that will be listed on the form. It is a little more specific than it was before.</p>	Ms. Lauren Bush
<p>C. Building at 910 Ridgely Rd-Letter of Intent Action Item Motion to approve the letter of intent to purchase the Building at 910 Ridgely Rd. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0</p> <p>Mr. Bartch came forward to give details of the building at 910 Ridgely Road. Mr. Bartch shared pictures of the property and explained where it is located. He said that it is fenced and gated and includes loading docks for surplus property. He said that we would be able to buy in bulk and have a storage location for those items. He shared a layout of the inside of the</p>	Dr. Trey Duke

<p>building. He explained that there are nine tenants in the building at this point, and only one has signed a lease with the current owner. He added that there are bays for buses. He said that our current transportation/maintenance facility is approximately 8000 square feet and this property at 910 Ridgely Road is 47000 square feet.</p> <p>Ms. Long asked about renovations. Mr. Bartch said that they are minimal. He said that if we closed on the property today, we could move in and start to work. Dr. Duke added that since we don't have to have programs for students, there is a lot less that we have to do to be ready.</p> <p>Chair Campbell voiced his concern for the tenants in the building. Mr. Bartch said that the Board would only be approving a letter of intent and the decision regarding the tenants would be negotiated in the next phase of this process. Mr. Bartch said that the next step would be to produce a contract to purchase the building.</p> <p>Ms. Bush added that we would have to change board policy to allow leasing so prior to approving the contract, the Board would have to approve a policy change.</p> <p>Mr. Campbell said that as of now, the city can lease property and Ms. Bush clarified that the city can legally lease, but we would be the legal owners and not the city, therefore changes would have to be made to our policies. Dr. Duke added that we would honor current active leases in place. Karen Dodd said that she is excited about this opportunity, but asked what would become of the current facility? Mr. Bartch said that we have a city agreement and they are interested in the property that is in agreement with taxpayer money.</p> <p>Chair Campbell said that he likes the possibility of a new transportation/maintenance facility.</p> <p>David Settles asked about parking buses and Mr. Bartch said that they would still park at the schools as they do now. Dr. Duke said that it's not a bad thing to have buses spread out across the city to keep drivers from having to drive across town to a bus garage.</p> <p>Jimmy Richardson said that opportunities like this are why we keep healthy fund balances. He said let's do this for Wes Ballard!</p> <p>Dr. Duke said that he would set up a special called meeting soon for the Board to view the facility. He added that he would be taking the letter of intent to the city council on Thursday pending board approval.</p>	
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Butch Campbell</p>
<p>A. Discussion of Internet Safety Measures as per Board Policy 4.406 Information Item</p>	<p>Ms. April Zavisla</p>
<p>B. Budget Preparation Calendar Information Item Mr. Daniel Owens presented the budget preparation calendar to the Board.</p> <p>Amanda Moore said that she loves that we map out the budget timeline, but wondered where we build in time to get feedback from parents, faculty, and the community.</p> <p>Dr. Duke said that he will receive feedback from the Teacher Advisory Committee in February as well as from Principals at the February principals' meeting. He added that two zoom meetings with parents are already set for March 27th, one at noon and one at 5:00 p.m. He said that he presents to teachers and principals first and asks them to prioritize their needs, and then at the parent meeting in March, he can preview these things with parents and get their</p>	<p>Mr. Daniel Owens</p>

<p>feedback. He said that there is no parent survey planned, but he could do that if that is the desire of the Board. Ms. Moore said that something went out on Dojo or Peachjar last year to parents, and she would like to see that happen this year as well. Dr. Duke said that he will work with Lisa Trail and Daniel Owens to get something out to every family in the district.</p>	
<p>C. Director's Update Information Item Dr. Duke said that he wanted to give a shout out to our behavior team that presented at the TSBA Leadership and Annual Convention. He said that the team represented us well at the conference.</p> <p>Maria Johnson came forward to update the Board on the collaborative conferencing process. She told them that the poll would go out to certified staff on November 13th until Friday, November 22. She said that she would have more information after the poll was closed and could report back to the Board at that time.</p> <p>Dr. Duke said that the state legislature has introduced a bill bringing back vouchers. He said that the bill would fund 20,000 vouchers, 10,000 based on income and 10,000 with no income requirement. He said that the students would have to take a standardized achievement test, but not TCAP. Teachers would receive a one-time bonus of \$2000.00, but the state's definition of teacher may not be the same as the definition of teacher as outlined in the law, and would not include administrators. He said that there was a provision in the law that guarantees that state funding of a district cannot decrease from the previous year as well as a provision that homeschool students are not eligible. Dr. Duke said that there were a lot of similarities to the previous bill as well as new pieces. He said that he will watch it closely.</p> <p>Jimmy Richardson said that the average cost of a private school education is \$13,000 a year, and they are offering \$7700. He asked how an impoverished family could come up with the remaining \$5300. He said that he was sick of this legislation and the pony show.</p> <p>David Settles asked if this bill is from the same sponsors as the previous. Dr. Duke said that he did not know about the sponsors, but could find out and send that information to Mr. Settles.</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item Mr. Campbell said that he would like to thank the city schools staff for handling the situation that happened at two of our schools last week.</p> <p>Barbara Long said that she spent time with PreK today. She said that the special education PreK is mandated by the state but not fully funded. She would like the Board to draft a resolution to the state to ask for funding of this program through TISA.</p> <p>Dr. Duke said that Ms. Bush could draft a resolution around this. He feels that this is very timely as they look at moving money away from education and that is program is clearly working and we are not getting funding for it.</p> <p>Amanda Moore added that she, Barbara Long, and David Settles sat on the delegate assembly at the TSBA Conference and this was passed overwhelmingly that everyone would like to see this be a focus. She said that this touches every district across the state.</p> <p>Bill Shacklett reminded everyone to go to the city's website and complete the census. He said that this will help fund education, parks, and roads.</p>	<p>Chair Butch Campbell</p>
<p>A. Reports from TSBA Leadership Conference and Annual Convention Information Item</p>	<p>Chair Butch Campbell</p>

VIII. ADJOURNMENT Action Item The meeting adjourned at 6:59 p.m.	Chair Butch Campbell
---	----------------------

Director of Schools

MINUTES

Board of Education Regular Meeting

November 19, 2024 5:00 PM

910 Ridgely Road, Murfreesboro, TN 37129

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Absent: Ms. Karen Dodd, Mrs. Jeanette Price, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Lisa Trail, Angela Fairchild, Ken Rocha, Don Bartch, Maria Johnson, and Daniel Owens.</p> <p>Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	Chair Butch Campbell
<p>II. APPROVAL OF AGENDA Action Item</p>	Chair Butch Campbell
<p>III. CONSENT ITEMS Consent Agenda</p>	Chair Butch Campbell
<p>A. Tour of Facility-910 Ridgely Road, Murfreesboro, TN 37129 Consent Item</p>	
<p>IV. ADJOURNMENT Action Item Motion to adjourn.. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 4, Nay: 0, Absent: 3</p> <p>The meeting adjourned at 5:53 p.m.</p>	Chair Butch Campbell

Director of Schools

Agenda Item Title: Board Policy 5.106, Application and Employment, on first reading

Board Meeting Date: November 12, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

This policy change is proposed to modify the requirement for applicants to undergo a physical examination. Instead, applicants will be required to certify in writing that they do not have any contagious or communicable diseases. This modification aims to reduce the financial and logistical burden on applicants, while maintaining a commitment to health and safety within our schools.

Staff Recommendation

Approve changes to Board Policy 5.106, Application and Employment, on first reading

Fiscal Impact

The recommended policy changes carry no direct fiscal impact for MCS. However, MCS plans to cover the cost of enrollment in the RAP Back fingerprint background program, while shifting the initial background check expense to applicants. This adjustment ensures applicants are not burdened with both the background check fee and the initial physical examination cost.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Reviewed-Issued Date: 7/25/23 Prior Revised Date: 02/28/2305/24/22
		Rescinds: 5.106	Issued: 05/24/2212/10/24

1 APPLICATION

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the district shall require
4 criminal history background checks and fingerprinting of applicants for teaching positions and any
5 other positions that require proximity to children.^{1, 10} If applying for a teaching position, the Director of
6 Schools shall also check the applicant's license status in the Tennessee Department of Education's
7 database to determine if there is a hold on that applicant's license, and if so, the reasoning behind the
8 hold.²

9 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
10 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
11 prosecution.³ The Board shall pay any costs incurred to perform these background checks and
12 fingerprinting.⁴

13 *Professional Employees*

14 The application shall include the colleges or universities attended along with references from persons
15 such as previous employers, college professors, and supervisors of student teachers. Other information
16 shall include whether such applicant has been dismissed for cause from a school system.⁵ If previously
17 employed by a local board of education, the applicant shall provide evidence of acceptable resignation.

18 No person shall be employed:

- 19 1. Who does not hold a valid license to teach or a temporary permit to teach from the Tennessee
20 Board of Education;⁶
- 21 2. Who has been identified by the Department of Children's Services, or on a similar registry in
22 another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or
23 child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
- 24 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
25 of Health, or on a similar registry in another jurisdiction;⁷
- 26 4. Who does not certify in writing that they do not have any contagious or communicable disease
27 in such form that might endanger the health of school children ~~Who does not present a~~
28 ~~physician's certificate showing a satisfactory health record or has any contagious or~~
29 ~~communicable disease in such form that might endanger the health of school children;~~⁸
- 30 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
31 Tennessee and of the United States of America;⁹

Formatted: Space Before: 0 pt

- 32 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
33 employment for cause; or
34 7. Who does not receive a satisfactory background check.¹⁰

35 *Support Employees*

36 No person shall be employed:

- 37 1. Without the appropriate qualifications listed in the job description and/or stated in law;
38 2. Who does not ~~present a physician's certificate showing a satisfactory health record or has certify~~
39 ~~in writing that they do not have~~ any contagious or communicable disease in such form that
40 might endanger the health of school children;⁸
41 3. Who has been identified by the Department of Children's Services as a perpetrator of child
42 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
43 threat to the health, safety, or welfare of children;⁷
44 4. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
45 of Health;⁷
46 5. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
47 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
48 employment for cause; or
49 7. Who does not receive a satisfactory background check.¹⁰

50 **EMPLOYMENT**

51 *Professional Employees*

52 After checking references and receiving written recommendations, the Director of Schools shall hire
53 and assign qualified applicants.

54 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
55 conditions of employment. Upon receipt of employment notification, such person shall respond within
56 the timeline established by state law.¹² From the date of the written acceptance, such person is
57 considered to be under employment with the system and is subject to all rights, privileges, and duties.

58 *Support Employees*

59 After checking references and receiving written recommendations from principals and/or supervisors,
60 the Director of Schools shall hire and assign qualified applicants. The Employment at Will Agreement
61 of each support employee shall contain a statement regarding the required ninety (90) day probationary
62 period.

63 *Anticipation of Advanced Degree or Academic Credentials*

64 The teacher shall be responsible for securing a license or certificate, verifying its accuracy, maintaining
65 its validity, registering it with the Murfreesboro City Schools Human Resources Department, and
66 meeting the requirements of T.C.A. 49-5-101. Initial salary shall reflect the established degree shown
67 on the Tennessee Department of Education certificate presented at the time of employment.

Formatted: Space Before: 0 pt

68 For budgetary purposes, all licensed employees who anticipate receiving an advanced degree or
69 additional graduate hours to meet the MA+30 requirement shall report this to the Director of Schools
70 no later than March 1.

71 The licensed employee shall be responsible for filing an official copy of the transcripts with the
72 Murfreesboro City Schools' Human Resources Department once the required coursework has been
73 completed or the degrees have been awarded. The employee may but is not required to complete the
74 necessary process to have their school/university send official transcripts directly to the state
75 certification office in order to add the degree to their license in TNCompass.

76 The employee has 60 calendar days to submit the required documentation to Human Resources in
77 order for the new level of pay to backdate to the degree conferral date. If documentation is received
78 after 60 calendar days, the new level of pay will begin the date that the documentation is received by
79 Human Resources.

80 For courses to count towards a MA+30 status on the pay lane, they must be graduate level education
81 courses taken after completion of a Master's degree. These courses must be traditional, credited
82 courses and not continuing education credits or courses needed for initial licensure.

Legal References

1. TCA 49-5-406; TCA 49-5-413
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Interim Employees 5.700
- Qualifications and Duties of the Director of Schools 5.802

Agenda Item Title: Contract with CDW-G for ISE Implementation

Board Meeting Date: December 10, 2024

Department: Technology

Presented by: April Zavisa

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS is in the process of implementing Cisco's Identity Service Engine (ISE) as the Network Admission Control solution. This agreement with CDW provides professional services to assist with the design and implementation of Cisco ISE environment to segment facility wired and wireless environments.

Staff Recommendation

Approval of contract with CDW-G for ISE Implementation

Fiscal Impact

The total amount of this professional services agreement is \$33,666.00, which will be fixed service fees paid pursuant to the milestones outlined in the agreement. Funding is derived from the General Purpose fund.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools
2252 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 **Fax** (615) 893-2352
cityschools.net



FY2025 CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: ISE implementation

Vendor: CDW Government LLC

Contract Term: Project Completion Contract Identifier: 2025-IT-010

Is there a contract renewal option? Yes No Cost: \$33,666.00

Contract monitoring required? Yes No Date of Biannual Review: _____

Is Board approval required: Yes No Board Meeting Date: Consent- 12/10/24

Is the contract issued pursuant to a grant agreement? Yes No

Is the contract issued pursuant to an ITB/RFP? Yes No ITB/RFP No.: Sourcewell Contract 121923

Does the contract require student information? Yes No

Legal Review

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Legal Approval:  Date: 11/11/24

Finance Review

Budget Account Number: 141-72250-471

Funding Source: General Purpose Federal Other: _____

Other comments:

We budgeted \$470,000 in this line for FY25.

Finance Approval: 
Daniel Owens (Nov 12, 2024 09:21 CST)

Date: Nov 12, 2024



STATEMENT OF WORK

Project Name:	Murfreesboro City Schools ISE implementation	Seller Representative: Phil Oberholtzer +1 (312) 7053259 philobe@cdwg.com
Customer Name:	MURFREESBORO CITY SCHOOL	
CDW Affiliate:	CDW Government LLC	Solution Architect: Brian Hughes
Date:	November 06, 2024	
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and MURFREESBORO CITY SCHOOL (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 14, 2024 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

Project Scope

Murfreesboro City Schools Is working to improve security of its network and improve wireless network access workflow. Murfreesboro City Schools is planning to achieve this by deploying Cisco’s Identity Service Engine (ISE) as their Network Admission Control solution. CDW will provide professional services to assist with the design and implementation of Murfreesboro City Schools’s Cisco ISE environment to segment their campus wired and wireless environments. As part of the engagement, CDW will implement two virtual appliances across up to two sites

The professional services engagement includes:

1. Wired Network Admissions Control (NAC) Deployment
2. Wireless NAC Deployment
3. TACACS+ Device Administration Deployment
4. Cutover and First Day Support

Project Approach

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objectives stated above.

Project Kick-Off Meeting

Seller will begin with a project kick-off meeting with Customer's core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the scheduling of the first engineering discovery session
- Knowledge transfer and review of your company and vision
- Review of Customer-provided information and clarification of questions
- Review of goals for the project

Discovery and Requirements Gathering

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Cisco ISE Solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements
- Review Customer's existing infrastructure that is relevant to the success of the project
- Discuss Cisco ISE features and capabilities
- Discuss methods for authenticating users and devices
- Discuss Customer's security policy and methods for enforcement leveraging Cisco ISE
- Discuss and review ISE personas and high availability options
- Discuss and review Identity Store options for authenticating users

Planning and Design

During the Planning and Design phase, Seller will work with Customer to design the Cisco ISE solution and plan the implementation. This phase may include but is not limited to the following tasks:

- Plan implementation activities based on information collected during the discovery and requirements gathering phase
- Review required network architecture changes needed to accommodate the ISE design
- Plan placement of ISE appliance(s), ISE persona(s), and high availability for up to (1) ISE appliance(s)
- Plan and design authentication methods - 802.1x, MAB, certificates, EasyConnect
- Plan and design Wired NAC deployment for up to (15) switches
 - Up to (15) switches in monitoring mode
 - Up to (15) switches in enforcement mode
- Plan and design Wireless NAC deployment for up to (3) SSID(s) on up to (2) Cisco Wireless Controller(s)

Plan and design TACACS+ Device Administration deployment for up to (10) network device(s)

Cisco ISE Implementation and Testing

Customer and Seller will implement the Cisco ISE solution to satisfy the requirements and design that were discussed in the previous phases of the project. This phase may include but is not limited to the following tasks:

- Configure and Implement Cisco ISE appliances
 - Install and configure up to two ISE appliances based on the planning and design phase
 - Configure integration with Customer's Identity Store
 - Configure necessary authentication and authorization policies to support Customer's requirements

Configure Device Profiling, Configure BYOD, Configure Guest Access, Configure and Implement Wired NAC

- Build configuration templates for compatible switches
- Pilot and Testing - Seller will pilot and test the ISE Wired NAC configuration for up to (10) workstation(s) or laptop(s) running the Customer's OS images. Customer will provide IP device(s) that connect to wired switch(es) such as Wireless AP(s), IP Phone(s), printer(s), etc., that will be used to test the device profiling configuration.

Configure and Implement Wireless NAC

- Configure necessary wireless SSID(s) and integrate with Cisco ISE
- Pilot and Testing - Seller will pilot and test the ISE Wireless NAC configuration for up to (10) workstation(s) or laptop(s) running the Customer's OS images. Customer will provide wireless IP device(s) that will be used to test the device profiling configuration.

Configure and Implement TACACS+ Device Admin

- Build configuration templates for compatible network devices
- Configure required Network Device Groups and Policy Sets
- Configure and test TACACS+ functionality for up (10) network device(s)

Cisco ISE Production Rollout and First Day of Support

Seller will work with Customer to move the Cisco ISE solution into production. Each ISE rollout will take place during a scheduled maintenance period set by Customer. Once each rollout of ISE is complete, Seller will work with Customer to test Cisco ISE for proper operations. The production rollout phase will consist of:

- Production rollout of Wired NAC for up to (1) site(s) and up to (15) switches
 - Up to (15) switches in monitoring mode
 - Up to (15) switches in enforcement mode
- Production rollout of Wireless NAC for up to (3) SSID(s) in the customer's Meraki environment

First Day of Support - On the first product day following each rollout, Seller will provide day-one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the Cisco ISE configuration as needed to account for the Customer's unique environment.

Knowledge Transfer and Documentation

Seller will provide up to (4) hour(s) of basic knowledge transfer for the Cisco ISE deployment. Topics included are operational tasks, configuring policies, and generating reports. Seller will also review deliverables created during the project.

Project Closure

The Seller project team will participate in a project closure meeting where the project history will be reviewed, and the final project documentation will be delivered to the Customer.

Customer Responsibilities

1. Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
2. Providing all change control procedures, notifications, and maintenance windows that are necessary for the performance of this project.
3. Providing a resource who is familiar with Customer's environment
4. Providing any hardware, software, certificates, and Smart licenses that are required for installation.
5. Providing a repository for backups that will be performed prior to upgrading Cisco ISE
6. Configuring Customer's Identity Stores to integrate with Cisco ISE. Seller will provide guidance on the required configuration for integration.
7. Providing documentation for required connectivity that includes source IP, destination IP, port, protocol information. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
8. Physical installation of all hardware if applicable.
9. Providing and configuring a supported virtualization environment for any Cisco ISE software that is to be virtualized. Minimum hardware requirements for Cisco ISE VM appliances can be found in the latest Cisco ISE Deployment Guide.
10. Providing and deploying all endpoint supplicants and/or AnyConnect on required endpoints based on configurations provided by Seller.
11. Ensuring all Network Access Devices (NADs) hardware and OS, within the scope of this project, are supported by Cisco ISE. ISE support for NADs can be found in the latest Cisco ISE Compatibility guide.
12. Performing OS upgrades to NADs
13. Configuring NADs based on configuration templates and or guidance provided by Seller.
14. Distributing new wireless SSID information and migrating users and devices to new wireless SSIDs
15. Configuring Mobile Device Management platform

Assumptions

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Seller will configure no more than (25) device profile(s)
3. As a part of the Wired NAC deployment, Seller will:
 - o Provide configuration templates that Customer will use to configure their cisco switch(es)
4. As a part of the Wireless NAC deployment, Seller will:
 - o Provide configuration guidance for configuring Customer's Cisco wireless SSID(s)
5. Seller will configure no more than (1) Guest Portal page and (1) Sponsor Portal page with basic customizations
6. Seller will configure no more than (1) BYOD workflow with basic customizations
7. Seller will provide 802.1x supplicant configuration

8. Work can be performed remotely
9. Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project

Out of Scope

1. Training documentation
2. Configuration of any other network equipment not directly related to implementing and/or upgrading the Cisco ISE Solution
3. Implementation, configuration, and testing as a result of design changes made after the initial design review and acceptance
4. Seller is not responsible for upgrading code on Cisco Switches, Wireless LAN Controllers, and or Firewalls
5. Configuration or troubleshooting of Customer’s existing CA or PKI solution
6. Configuration or troubleshooting of Customer’s existing credentials/identity stores (AD, SAML, LDAP, ODBC, etc.)
7. Custom HTML or Scripting for Web Portal(s)
8. Migrating users or devices to wireless SSIDs created during the project
9. Configuration of Cisco TrustSec
10. Configuration of Mobile Device Management platform

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer

Item	Description	Format
Design and Deployment Document	A document that outlines the Cisco ISE design and deployment details	PDF
Supplicant Configuration	A document that outlines required supplicant configuration	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer’s systems by using software tools developed or used by CDW (“Tools”). In some cases, these Tools will need to be loaded onto the Customer’s systems to gather necessary information, and CDW may also

use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.

- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$33,666.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed SoW	25%	\$8,416.50
Design Phase Complete	50%	\$16,833.00
Project Complete	25%	\$8,416.50
Totals	100%	\$33,666.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Central Office	2552 S Church St, Murfreesboro, TN 37127

Bobby W. Duke III









CDW ISE Implementation - Technology

Final Audit Report

2024-11-12

Created:	2024-11-11
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWOwcYVpAO6tNCUv-XGVPC2v_ZbWqSu8U

"CDW ISE Implementation - Technology" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2024-11-11 - 10:41:59 PM GMT
-  Document emailed to Daniel Owens (daniel.owens@cityschools.net) for signature
2024-11-11 - 10:42:03 PM GMT
-  Email viewed by Daniel Owens (daniel.owens@cityschools.net)
2024-11-12 - 3:19:49 PM GMT
-  Document e-signed by Daniel Owens (daniel.owens@cityschools.net)
Signature Date: 2024-11-12 - 3:21:00 PM GMT - Time Source: server
-  Document emailed to Trey Duke (trey.duke@cityschools.net) for signature
2024-11-12 - 3:21:02 PM GMT
-  Email viewed by Trey Duke (trey.duke@cityschools.net)
2024-11-12 - 3:23:03 PM GMT
-  Document e-signed by Trey Duke (trey.duke@cityschools.net)
Signature Date: 2024-11-12 - 3:23:30 PM GMT - Time Source: server
-  Agreement completed.
2024-11-12 - 3:23:30 PM GMT

Agenda Item Title: IT Glue 3-year contract

Board Meeting Date: December 10, 2024

Department: Technology

Presented by: April Zavisia

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

IT Glue is an IT documentation and topology program enabling one collaborative space for IT staff to maintain documentation, procedures, checklists and due dates. The product also allows the generation of network topology diagramming and documentation allowing increased strategic network planning.

Staff Recommendation

Approval of 3-year contract payable annually.

Fiscal Impact

The software license is purchased through CDW-G's Sourcewell Contract 121923 and the licensing period is three years. The total amount of the items purchased is \$18,790.00. Funding is derived from the General Purpose fund.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

APRIL ZAVISA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFHJ988	11/21/2024	IT GLUE	2157959	\$18,790.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
UNITRENDS IT GLUE ENT 2021 Mfg. Part#: S-CLD-ITG-ENT2 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	6	6895047	\$410.00	\$2,460.00
UNITRENDS S-CLD-ITGNETGLUE Mfg. Part#: S-CLD-ITGNETGLUE Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	6757999	\$3,400.00	\$3,400.00
UNITRENDS INSTALL SVC Mfg. Part#: CNS-ITGNETGLUE Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	6761970	\$500.00	\$500.00
UNITRENDS ITGLUE STD MME ONBOARD SVC Mfg. Part#: CNSITGSTANDMME Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	7567194	\$710.00	\$710.00
UNITRENDS IT GLUE ENT 2021 Mfg. Part#: S-CLD-ITG-ENT2 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	6	6895047	\$410.00	\$2,460.00
UNITRENDS S-CLD-ITGNETGLUE Mfg. Part#: S-CLD-ITGNETGLUE Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	6757999	\$3,400.00	\$3,400.00
UNITRENDS IT GLUE ENT 2021 Mfg. Part#: S-CLD-ITG-ENT2 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	6	6895047	\$410.00	\$2,460.00

QUOTE DETAILS (CONT.)

UNITRENDS S-CLD-ITGNETGLUE

1 6757999 \$3,400.00 \$3,400.00

Mfg. Part#: S-CLD-ITGNETGLUE

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

SUBTOTAL \$18,790.00

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$18,790.00**

PURCHASER BILLING INFO

Billing Address:

MURFREESBORO CITY SCHOOL
ACCTS PAYABLE
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342

Phone: (615) 893-2313

Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:

MURFREESBORO CITY SCHOOL
APRIL ZAVISA
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342

Phone: (615) 893-2313

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Phil Oberholtzer | (877) 874-9064 | philobe@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Agenda Item Title: Tennessee Department of General Services Central Procurement Office Contract SWC400 Canon MFD Edison 62117 to lease Canon Copiers for 10 locations

Board Meeting Date: December 10, 2024

Department: Finance

Presented by: Daniel Owens

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS is seeking approval to utilize the Tennessee Department of General Services Central Procurement Office's Contract SWC400 (Edison 62117) to lease Canon Multi-Function Devices (MFDs) for ten district locations. This contract provides cost-effective leasing options and ensures access to reliable, high-quality copiers that support the operational needs of our schools and administrative offices. By leveraging this statewide contract, we can secure competitive pricing and streamline the procurement process in compliance with state law.

Staff Recommendation

Approval to use Tennessee Department of General Services Central Procurement Office Contract SWC400 Canon MFD Edison 62117 to lease Canon Copiers for 10 locations

Fiscal Impact

The cost of each lease varies by location and type of copier. Costs range from \$46.20 to \$136.86. Funding is provided through the General-Purpose fund.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**AMENDMENT 1
OF CONTRACT SWC400 Canon MFD
EDISON# 62117**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State" and Canon Solutions America, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Section B.2. Renewal Options of the Contract is deleted in its entirety and replaced with the following:

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to eight (8) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred thirty-two (132) months. New rentals and purchases are not allowed under this contract after April 14, 2025. The April 14, 2030 extension serves as a vehicle for payments for Authorized Users wanting to complete their optional 60 month rental agreement

Section B.3. Term Extension of the Contract is deleted in its entirety and replaced with the following:

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred thirty-two (132) months.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CANON SOLUTIONS AMERICA, INC.:



DocuSigned by:

Peter Kowalczyk

03/06/2024 | 10:30 AM PST

SIGNATURE

DATE

Peter Kowalczyk

President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES

CENTRAL PROCUREMENT OFFICE:

Michael F. Perry, Chief Procurement Officer

DATE



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1443 Date: 9/4/2024

BILL TO: ("Customer") SHIP TO: (if different)
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:

Auto Toner Contact (if different from above):
Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:
Make: Model: Serial #:

Black & White Group II - Canon iRADVDX4945I (45 CPM)

Table with 4 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADVDX4945I MONTHLY RENTAL, HIGH CAPACITY CASSETTE FEEDING UNIT-E1, etc.

TOTAL: \$46.20

Auto Toner Fulfillment (Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc. Attn. 402 BNA Drive, Ste. 360 Nashville, TN. 37217 -- OR -- Fax: 615. - Attn. Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1444 Date: 9/4/2024

BILL TO: ("Customer") SHIP TO: (if different)
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:

Auto Toner Contact (if different from above):
Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:
Make: Model: Serial #:

Black & White Group II - Canon iRADVDX4945I (45 CPM)

Table with 4 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADVDX4945I MONTHLY RENTAL, HIGH CAPACITY CASSETTE FEEDING UNIT-E1, etc.

TOTAL: \$57.71

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc. Attn. 402 BNA Drive, Ste. 360 Nashville, TN. 37217 -- OR -- Fax: 615. - Attn. Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1445

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Auto Toner Contact (if different from above):

Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Black & White Group IV - Canon IRADV DX 6870I (55 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADV DX 6870I MONTHLY RENTAL, STAPLE FINISHER-AB2, and booklet finisher.

TOTAL: \$136.86

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1446

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Auto Toner Contact (if different from above):

Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Black & White Group IV - Canon IRADV DX 6870I (55 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes main item and accessories like Staple Finisher, Buffer Pass Unit, etc.

TOTAL: \$94.29

Auto Toner Fulfillment (Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1447

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Auto Toner Contact (if different from above):

Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Black & White Group IV - Canon IRADV DX 6870I (55 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADV DX 6870I MONTHLY RENTAL, STAPLE FINISHER-AB2, BUFFER PASS UNIT-P2, etc.

TOTAL: \$94.29

Auto Toner Fulfillment (Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1448

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: _____
 Dept: _____
 Contact: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Customer Name: _____
 Dept: _____
 Contact: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Auto Toner Contact (if different from above):

Name: _____ Phone: _____ Email: _____

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	CABINET TYPE-V		5358C001
1	INNER FINISHER-L1		4000C002
	STAPLE FINISHER-AB2		5547C002
	BUFFER PASS UNIT-P2		5546C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
	SUPER G3 FAX BOARD-AX1		3998C001
1	MICARDPLUS CI4 CGS		3575BA71
1	TRACKING SOFTWARE		3575B436
1	CASSETTE FEEDING UNIT-AQ1		4030C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$53.57

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: **-- OR --**
 Canon Solutions America, Inc.
 Attn.
 402 BNA Drive, Ste. 360
 Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
 14904 Collections Center Drive
 Chicago, IL 60693

Fax: 615. - Attn.
 Email: @csa.canon.com



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1449 Date: 9/4/2024

BILL TO: ("Customer") SHIP TO: (if different)
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:
Customer Name: Dept: Contact: Address: City/State/Zip: Phone: Email:

Auto Toner Contact (if different from above):
Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:
Make: Model: Serial #:

Black & White Group II - Canon iRADVDX4945I (45 CPM)

Table with 4 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADVDX4945I MONTHLY RENTAL, HIGH CAPACITY CASSETTE FEEDING UNIT-E1, etc.

TOTAL: \$57.71

Auto Toner Fulfillment (Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc. Attn. 402 BNA Drive, Ste. 360 Nashville, TN. 37217 -- OR -- Fax: 615. - Attn. Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1450

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Auto Toner Contact (if different from above):

Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Black & White Group IV - Canon IRADV DX 6870I (55 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADV DX 6870I MONTHLY RENTAL, STAPLE FINISHER-AB2, and booklet finisher.

TOTAL: \$129.06

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1452

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Customer Name:
Dept:
Contact:
Address:
City/State/Zip:
Phone:
Email:

Auto Toner Contact (if different from above):

Name: Phone: Email:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Black & White Group IV - Canon IRADV DX 6870I (55 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon IRADV DX 6870I MONTHLY RENTAL, STAPLE FINISHER-AB2, BUFFER PASS UNIT-P2, etc.

TOTAL: \$86.49

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: LK-1453

Date: 9/4/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: _____
 Dept: _____
 Contact: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Customer Name: _____
 Dept: _____
 Contact: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Auto Toner Contact (if different from above):

Name: _____ Phone: _____ Email: _____

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	CABINET TYPE-V		5358C001
1	INNER FINISHER-L1		4000C002
	STAPLE FINISHER-AB2		5547C002
	BUFFER PASS UNIT-P2		5546C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
1	SUPER G3 FAX BOARD-AX1		3998C001
1	MICARDPLUS CI4 CGS		3575BA71
1	TRACKING SOFTWARE		3575B436
1	CASSETTE FEEDING UNIT-AQ1		4030C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$61.37

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Canon Solutions America, Inc.
Purchase Order or Attn.
Email 402 BNA Drive, Ste. 360
Acknowledgement Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
 14904 Collections Center Drive
 Chicago, IL 60693

to: **-- OR --**
 Fax: 615. - Attn.
 Email: @csa.canon.com

**STATEWIDE CONTRACT 400
EDISON CONTRACT 62117
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE
AND
CANON SOLUTIONS AMERICA, INC.**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Canon Solutions America, Inc. ("Contractor"), is for the provision –either purchase or rental– of Multifunction Devices ("MFDs"), Scanners, software workflow solutions, and related services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is For-Profit Corporation.

Contractor Place of Incorporation or Organization: One Canon Park, Melville, NY 11747

Contractor Edison Registration ID # [REDACTED]

Definitions and Abbreviations shall be as follows and as set forth in the Contract:

Active Directory	A directory service developed by Microsoft for Windows domain networks.
Authorized User	Entity authorized to purchase off the SWC including: <ul style="list-style-type: none"> a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government); b. Tennessee local governmental agencies; c. members of the University of Tennessee or Tennessee Board of Regents systems, the state university boards; d. any private nonprofit institution of higher education chartered in Tennessee; and, e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).
Click	An individual print or copy from a MFD.
CPO	Central Procurement Office.
Fleet	All MFDs and Scanners rented or purchased under this Contract.
HDD	Hard Disk Drive.
Implementation	The transition process where the selected Contractor will provide instruction, service, support and maintenance to ensure proper utilization and functioning of the new Contractor system.
Initial Assessment	The Contractor's first review of an Authorized Users Fleet, Fleet placement, and machine utilization used to make recommendations that maximize the value of the Contract.
ISIS	Image and Scanner Interface Specification.
LDAPS	Lightweight Directory Access Protocol over Secure Sockets Layer ("SSL").

MBE/WBE/SDVBE/SBE/DSBE GoDBE	Minority-owned, women-owned, service-disabled veteran owned, small-business enterprises, and persons with disabilities, disabled-business Enterprise.
Multifunction Devices ("MFDs")	An office machine which incorporates the functionality of multiple devices in one, so as to have a smaller footprint or to provide centralized document management/distribution/production in a large office setting.
Output/Input Devices	Range of items used by employees to facilitate business in the office setting including; MFDs, printers, fax machines, and Scanners.
Overutilization	The instance when a MFD is surpassing the manufacturer's suggested number of Clicks.
PCard	Purchasing card used by State employees to pay for items ordered.
Right Sizing	The process of reducing the number of Output/Input Devices where applicable, while matching the capabilities of the Fleet to the needs of each Authorized User.
Scanners	Stand-alone, single function primarily high-speed scanners.
Scope of Services	The State's expectations of the equipment or services to be rendered by the Contractors as stated in the Contract.
Single Pane of Glass	A management display console that integrates all parts of a computer infrastructure; an intuitive graphical user interface (GUI) that makes accessing current data easy and fast; a display that can be customized and categorized to meet the end user's specific needs.
SCSI	Small Computer System Interface.
State	The State of Tennessee, including its departments, agencies, and entities that fall under its purview.
State Contract Manager	The State's point of contact for all things related to this Contract.
State Agency	Departments, agencies, and entities of the State of Tennessee.
STS	Strategic Technology Solutions.
SWC	Statewide Contract.
TWAIN	An applications and programming interface and communications protocol that regulates communication between software and digital imaging devises.
Underutilization	The instance when a MFD is not reaching the manufacturer's suggested number of Clicks.
UOM	Unit of Measure.

A. SCOPE:

A.1. General Requirements of Contractor

- a. The Contractor shall provide all goods or services and deliverables as **required**, described, and detailed below and shall meet all service and delivery timelines as **specified** by this Contract.
- b. The purpose of the Contract is to procure MFDs, Scanners, software workflow solutions, and related services.
- c. The Contractor shall analyze each State Agency to identify savings opportunities that can be realized by:

1. Optimizing machine placement
 2. Consolidating Output/Input Devices
 3. Reducing print output
 4. Lowering total cost of ownership, and
 5. Implementing software workflow solutions to increase workplace efficiency
- d. This Contract is a Statewide Contract (see Section E.12.).
- e. Account Management
1. Service Organization: The Contractor is required to have a service organization that provides service satisfying the requirements in Section A.7. with representation to all of Tennessee's geographical areas. The customer service representative will assign an account number and ensure that the Contract rates are provided to all Authorized Users.
 2. Account Manager: The Contractor must supply an Account Manager to be the first point of contact with the State regarding this Contract. This person will become familiar with the Contract, the State Agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager will be required to attend and participate in a Quarterly Business Update meeting.
 3. Quarterly Business Update: Each quarter, the Account Manager will review Fleet modifications, (or the removing, adding, or swapping of machines), if applicable, equipment usage and cost, methods implemented to improve efficiency and corresponding estimated savings with the State Contract Manager. The Account Manager will also present on the quarterly reports as described in Section A.6.
- f. Training

At no additional charge, the Contractor shall conduct basic, on-site equipment training to State personnel designated by the Authorized User within two (2) business days of installation of the MFD or Scanner or at the discretion of the Authorized User. The Contractor must provide sufficient training to cover the basic operational functions of equipment, user maintenance (e.g., replenishment of toner, developer, staples and clearing paper jams, etc.) and any additional training requested by the Authorized User specific to its operational needs (e.g., envelope printing, label printing, etc.). The Contractor shall provide additional training at the request of an Authorized User within seven (7) business days of the request throughout the length of the Contract Term.

A.2. Machine Specifications.

All machines procured under this Contract shall be new and unused.

a. Category I - MFDs

1. The Contractor must provide an MFD for each of the segments below. These segments are categorized by a minimum page per minute (ppm) and paper size capacity.
 - a. B&W I – 20 ppm, A4 Capacity
 - b. B&W II – 30 ppm, A4 Capacity
 - c. B&W III – 40 ppm, A4 Capacity
 - d. B&W IV – 55 ppm, A4 Capacity
 - e. B&W V – 65 ppm, A3 and A4 Capacity
 - f. Color I – 20 ppm, A4 Capacity
 - g. Color II – 30 ppm, A4 Capacity
 - h. Color III – 40 ppm, A4 Capacity
 - i. Color IV – 55 ppm, A3 and A4 Capacity
2. Standard
 - a. Network connectivity capable
 - b. Energy Star compliant pursuant to Tenn. Code Ann. § 12-3-905

- c. Auto Duplex
- d. Minimum input trays sheet capacity by segment
 - i. B&W I and Color I – 250
 - ii. B&W II and Color II – 500
 - iii. B&W III, B&W IV, B&W V, Color III, and Color IV – 1000
- e. Minimum 250 sheet output
- f. Bypass tray
- g. Hard Disk Drive (HDD), eMMC, or Solid-State Drives (SSD)
- h. Copy, Print, Scan
- i. Secure/Locked Print
- j. Automatic Document Feeder
- k. All machines with hard drives should support the enabling of encryption on hard drives
- l. LDAPS authentication to Active Directory
- m. LDAPS read to Active Directory
- n. Email Address lookup to Active Directory
- o. Equipment compliant with Section 508 of the Rehabilitation Act
- p. Ability to run envelopes
- q. Minimum RAM
 - i. B&W I-III: 1.25 GB
 - ii. B&W IV-V: 1.5 GB
 - iii. Color I-IV: 2 GB

The following is only applicable to rented machines.

- r. All rented machines require HDD, eMMC, or SSD removal & replacement prior to return of equipment

3. Required Options

- a. Staple finisher options on B&W IV, B&W V, and Color IV
- b. Fax Board with Fax Forwarding
- c. Additional Output Tray on B&W IV, B&W V, and Color IV
- d. Additional Input Tray
- e. ID Card Scanner / Badge Authentication for pull printing (e.g., "FollowMe" printing) capability
- f. Tracking software to accompany pull printing and collect and query real time data on individuals' printing history
- g. Post Script
- h. Optical Character Recognition ("OCR")
- i. Data Encryption
- j. 3-Hole Punch on B&W IV, B&W V, and Color IV
- k. Automatic refill of toner cartridges
- l. Software add-on to improve the workflow described in Attachment D to the Contract. – Workflow Description

b. Category II – Scanner

- 1. The Contractor must provide a Scanner for each of the segments below. These segments are categorized by a minimum scans per minutes (spm).
 - a. Segment I – 20 spm
 - b. Segment II – 60 spm
 - c. Segment III – 100 spm
- 2. Standard
 - a. Network connectivity capable
 - b. Energy Star compliant
 - c. Color Scan
 - d. Hard Disk Drive (HDD), eMMC, or Solid-State Drives (SSD)
 - e. Duplex Capability

- f. 50-sheet document feeder
 - g. Minimum Automatic Document Feeder Sizes: 2.1"x2.9" to 8.5"x14"
 - h. Scan to email, folder, network fax, and SFTP
 - j. i. Minimum RAM 4GBLDAP authentication to Active Directory
 - k. LDAP read to Active Directory
 - l. Email Address lookup to Active Directory
 - m. All machines with hard drives should support the enabling of data overwriting on hard drives
 - n. Equipment compliant with Section 508 of the Rehabilitation Act
- The following is only applicable to rented machines.***
- o. All rented machines require HDD, eMMC, or SSD removal & replacement prior to return of equipment

- 3. Required Options
 - a. Plastic card scanning
 - b. Fully functional ISIS & TWAIN Drivers
 - c. SCSI Interface
 - d. OCR
 - e. Data Encryption
 - f. Software add-on to improve the workflow described in Attachment D to the Contract – Workflow Description

A.3. Consulting Services

The Contractor(s) will be required to provide consulting services to Authorized Users to provide assistance on workflow, specific solutions.

A.4. Initial Assessment (Relevant for MFD Contractor only)

As part of the "Initial Assessment," the Contractor shall reach out to each State Agency and Authorized Users selected by the State, and request each State Agency's participation in this assessment. If the State Agency declines, the Contractor will record this in writing and send this written verification to the State no later than fifteen (15) business days after the Effective Date of the Contract. If the State Agency does not respond to the Contractor's Initial Assessment request, the Contractor will inform the State no later than fifteen (15) business days after the Effective Date of the Contract.

- A.4.1. For the State Agencies that have opted to participate in the Initial Assessment, the Contractor shall do the following:
 - 1. Document the State's current Input and Output Device technology infrastructure, physically mapping out where each machine is located. The assessment is expected to include an onsite walk-through by a qualified representative from the Contractor.
 - 2. Develop a phased Implementation recommendation for each State Agency, including a comprehensive justification for swapping current owned equipment for new equipment and the expected impact following the Implementation of the recommendation.
 - 3. Map the Initial Assessment location with current equipment layout, transition period layout and ideal layout.
 - 4. Provide any additional data that the Contractor believes is useful, including more detailed analysis, technology offerings and workflow solutions that would improve office efficiencies and generate cost savings to the State.
 - 5. Upon request, measure the effectiveness of the Implementation recommendation including key metrics that were identified in the expected impact.

A.4.2. For all the MFDs and Scanners utilized by the State, regardless of manufacturer, the Contractor must do the following:

1. Capture machine utilization from both networked and non-networked machines if the machine is capable of reporting utilization. Equipment used for analysis that interacts with State network must be approved by STS prior to Contract award. Any equipment used for the assessment that will access the State's network must comply with the requirements listed in RFP Attachment 6.7.
2. Uncover total cost of ownership per machine, including an average cost per page for monochrome (where applicable) that captures all direct and indirect costs.
3. Evaluate current impact to environment based on current energy and paper consumption and compare this evaluation with the proposed future State print environment.
4. Obtain the following data per machine:
 - a. Machine Manufacturer & Model
 - b. Location – State Agency, Department, Address, Floor/Suite, Room/Location on Floor
 - c. Install Date (if available)
 - d. Monochrome & Color Meter Read (Taken at Beginning and End of Assessment)
 - e. Type of Machine (MFD and Scanner)
 - f. Cost Per Page for Monochrome
 - g. Cost Per Page for Color
 - h. PPM
 - i. Networked/Non-Networked

All assessment data and analysis summaries must be provided in a presentation format that includes analysis breakdown by machine and a comparison of current state versus future state print environment. All raw data collected during the audit/analysis phase and all reporting summaries must be provided to the requesting State Agency, STS, and the State Contract Manager in an editable format. If requested, the Contractor must also provide hard copy summaries. All results of the analysis need to be routed through the State and STS for approval prior to moving forward with assessment recommendations to Agencies.

The timeline for accurate analysis is to be determined by the Contractor with approval from the State.

A.5. Right Sizing Implementation (Relevant for MFD Contractor only)

As part of the continual effort to find savings opportunities, the Contractor shall reach out again thirty (30) months after the Effective Date of the Contract and once again request the State Agencies' participation in a "Right-Sizing" assessment, regardless of whether or not an Initial Assessment was completed for that State Agency. If the State Agency declines, the Contractor will record this in writing and send this written verification to the State no later than forty-five (45) business days after the Contractor reaches out to the Agencies. If the State Agency does not respond to the Contractor's assessment request, the Contractor will inform the State no later than forty-five (45) business days after the Contractor reaches out to the Agencies.

Right-Sizing is defined as the process of reducing the number of Output Devices where applicable, while matching the capabilities of the Fleet to the needs of each Authorized User. As part of this initiative, the Contractor must present a structured, managed approach for Implementation with a built-in change management plan, clearly outlining the steps to implement the recommendation. The Implementation must be a phased roll-out, whereby certain State Agencies will adopt the new print environment. The Implementation must not negatively impact the Contractor's ongoing operations of providing normal, quality service to the Authorized Users. The Contractor must develop an effective strategy to engage various State Agencies, answer all questions, and address State Agency specific issues during Implementation.

The timeline for completion of the Right Sizing process is to be determined by the Contractor with approval from the State.

A.6. Reporting

Reporting shall provide statistical data on all purchases made from the Contract by Authorized Users. All quarterly reports must be submitted to the State within thirty (30) calendar days after the end of the quarter in the template provided by the State in Microsoft Excel.

a. **Purchase and Usage Quarterly Reports:** The Purchase and Usage Quarterly Reports will be detailed and broken down by line item and include, but not be limited to the following:

1. Contract number
2. Identify State or local entity
3. Contract line item number
4. Name of Authorized User
5. Location of Authorized User
6. Installation date
7. Invoice date
8. Invoice number
9. Amount billed
10. Machine make and model number
11. Machine serial number
12. Commodity description
13. Accessories included
14. Date of Replacement through Right Size initiatives, if applicable
15. Usage volume to date for monochrome Clicks
16. Usage volume to date for color Clicks
17. Average monthly volume for monochrome Clicks
18. Average monthly volume for color Clicks
19. Recommended monthly volume for monochrome Clicks based on make and model
20. Machine Uptime Percentage
21. Machine Response Time, if applicable

b. **State Agency Summary Report:** The State Agency Summary Report will be a State Agency specific overview of the print environment for the prior quarter. This report will be required upon request of the State Contract Manager. It must include the following information:

1. Quantity of machine make and model newly purchased or rented in the past quarter
2. Quantity of machine make and model purchased or rented in the life of the contract
3. Average monthly volume for monochrome Clicks per machine make and model
4. Average monthly volume for color Clicks per machine make and model
5. List of the top ten percent (10%) most Underutilized machines by monochrome Clicks – must include machine make and model and respective State Agency
 - a. Utilization is calculated by dividing the machine's number of monochrome Clicks per month by the recommended number of monochrome Clicks per month
6. List of the top ten percent (10%) most Overutilized machines by monochrome Clicks – must include machine make and model and respective State Agency
 - a. Utilization is calculated by dividing the machine's number of monochrome Clicks per month by the recommended number of monochrome Clicks per month
7. Number of machines operating each quarter for each State Agency
8. Dollar amount spent each quarter for each State Agency
9. Number of machines operating to date for each State Agency
10. Dollar amount spent to date for each State Agency
11. List of machine makes and models that have been replaced due to Right Sizing initiatives and the respective State Agencies
12. Total quantity and Click costs for all color and monochrome Clicks

- c. Custom Reports: The Contractor(s) shall provide mutually agreed upon custom/special reports, as requested periodically by the State, at no additional charge to the State. The State Contract Manager may request custom reports from time to time. The Contractor(s) shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

Reports shall be provided in electronic, Microsoft Excel format. Reports must include the ability to sort/summarize by account, item number, category, and equipment category. The Contractor(s) agrees to provide all data requested in a flat file format as designated by the State Contract Manager.

A.7. Service Level Agreement

a. Service Calls

The Contractor(s) will commit to a Fleet average response time of four (4) hours, over the prior three-(3) month quarter. Response time shall be calculated from the time the customer calls the Contractor(s)'s dispatch department, until the time the technician arrives at the individual location. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. For the State's individual locations which have multiple machines and multiple active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

b. Ordering Equipment and Delivery

1. Any equipment, supplies, and services to be furnished under this Contract shall be ordered by issuance of a Purchase Order document or Purchase Order number. The Purchase Order will indicate the machine plus options to be purchased or rented and shall include the details outlined in subsections i. through v., below. All Purchase Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Purchase Order and this Contract, this Contract shall control.
 - a. Purchase Order: Each Purchase Order must reference this Contract by name and/or number and must be signed by an authorized signatory.
 - b. Each Purchase Order shall contain all of the pertinent transaction details, including:
 - i. Ship to address
 - ii. Bill to address
 - iii. Monthly payment amount
 - iv. Details about equipment being provided – model number and all accessories must be noted
 - v. Service to include toner and staples
2. **Equipment Delivery:** The Contractor(s) must deliver all equipment within thirty (30) days of Purchase Order issue. The Contractor(s) must be able to deliver and service equipment to all potential Authorized User locations within the State.
3. **Equipment Rush Delivery:** At an Authorized User's request, the Contractor(s) must deliver equipment within five (5) business days of Purchase Order issue. The expedited delivery cost will be at the Authorized User's expense at the rate charged to the Contractor. The Contractor will provide the Authorized User with the shipping and handling receipt from the delivery carrier as proof of cost for reimbursement to the Contractor.
4. During the period the machines are in transit or possession of the carrier up to and including the date of acceptance by the State, the Contractor(s) shall be responsible for all risk of loss or damage to the machine. The base machine and all components are to be securely boxed and/or packaged for shipment in order to provide maximum protection during shipment.

5. All equipment, with the exception of rush deliveries, shall be delivered F.O.B. Destination. Upon delivery and acceptance of rental equipment by the State, risk of loss shall accrue to the State arising only from gross negligence or willful acts of the State, or from theft or disappearance of the equipment.
 6. Finance leases are not allowed under this Contract and will not be required by the awarded Contractor(s).
- c. **Rejected Items or Late Delivery:** In the event the Contractor(s) fails to meet the requested delivery date, the Authorized User may cancel such order at that time, provided equipment has not been shipped from the Contractor(s)'s warehouse.
- d. **Supplies (Relevant for MFD Contractor only):**
1. The cost for supplies is included in the monthly rental charge and cost per Click ("CPC").
 2. State Agencies will contact the Contractor when supplies are needed except for the machines that have automatic toner refill software (Section A.2.a.3.k.) and paper.
 3. Contractor must provide two (2) toner cartridges at the time of installation; one for immediate use in the machine and one as a back-up. When the Authorized User loads the second cartridge into the machine, the Authorized User will order a new toner. Authorized Users will contact the Contractor via a phone/online ordering system to order more supplies. This will ensure that the Authorized User will always have one (1) toner of each type (black, magenta, cyan, and yellow, for example) in the machine and one of each on the shelf. During periods of planned high-volume usage, the Contractor shall accommodate the Authorized User by allowing additional toner stock (of an additional one (1) toner per type), if necessary. The State Contract Manager will have final decision authority if there is question as to the necessity of additional toner stock.
 4. The Authorized User will need to provide the contact person, address, and serial number to the Contractor representative who will in turn supply a confirmation number. All supplies must be delivered within two (2) business days of order/request, if placed before noon CT. All supplies ordered considered to be an emergency must be delivered within one (1) business day of order/request. Contractor shall provide original equipment manufacturer supplies.
 5. Any alleged abuse of supplies by Authorized Users shall be reported by the Contractor to the State Contract Manager. The Contractor should submit, in writing, the nature of the abuse, with detailed documentation and supply records. The State will make a final determination regarding each allegation of the alleged abuse of supplies.
 6. Supplies shall include all parts, drum, toner, fuser webs, fuser oil/developer and staples as applicable.
- e. **Maintenance**
1. Full service maintenance shall be inclusive of all preventative maintenance, on-site services calls, emergency calls, parts, labor and all other charges required to keep the equipment fully operational and maintained in good working condition and auto-replenishing of all supplies, except for paper, staples and binding tape, if applicable. Full service maintenance is included in the monthly charge.
 2. Maintenance shall be performed during normal working hours (8:00am to 4:30pm CT, Monday through Friday, excluding holidays) or at a mutually agreed upon time.
 3. Contractor(s) shall schedule maintenance based on the specific needs of the individual machine as determined by the manufacturer. Contractor(s) shall schedule preventative maintenance in advance with the office where the machine is located. The preventative maintenance calls shall include routine cleaning, lubrication, necessary adjustments and replacement of unserviceable parts.
 4. Assured availability of parts herein will be five (5) years from the date of installation.
 5. A loaner of similar make and model shall be provided by the Contractor(s), at no additional cost to the State, for equipment that cannot be repaired within sixteen (16)

working hours of the request for service. Contractor(s) shall supply and maintain service log.

6. Should the Authorized User be dissatisfied with a service technician dispatched to their location, the Contractor(s) will replace the service technician, or any assigned technician at the request of the State, provided it does not violate applicable laws or regulations after the Contractor(s) has been given an opportunity to remedy the issue the Authorized User had with the technician dispatched to their location.
 7. The Contractor(s) will, at the Authorized User's written request, replace non-performing equipment if the Authorized User and machine meets the following conditions:
 - a. The machine was purchased or rented under this Contract.
 - b. Before requesting a replacement unit, the Authorized User gives the Contractor(s) the opportunity to cure any service problems which the Authorized User may have with the equipment.
 8. Non-performing equipment is defined as any equipment that requires three (3) or more service calls within a thirty (30) day rolling time period. If the service calls are due to Overutilization or Underutilization, then the Contractor(s) will recommend a machine that better fits the usage.
 9. Contractor(s) must provide certified manufactured parts, supplies, service and support as allowed by the original manufacturer.
 10. The State authorizes the Contractor(s) to use networked features of the equipment including features to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the equipment over the State's network by means of an HTTPS protocol and to store, analyze, and use such data for purposes related to servicing the equipment and product improvement.
- f. Machine Uptime
1. The Contractor(s) must maintain a Fleet average uptime of 95% over the prior three (3) month quarter. Downtime is calculated from the time a service call is placed with the Contractor(s) until the time the technician completes the repair.
 2. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by Authorized User mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life.
- g. Failure to meet Fleet-Wide Response and Uptime Commitments
1. Failure to meet the Contractor(s)' Fleet-wide response (Section A.7.a.) and/or uptime commitments (Section A.7.f) will result in a credit on the fixed monthly charge and Click charges for every machine during the relevant quarter. The credit, which shall be applied against future service billings, shall be equal to one percent (1%) of the fixed monthly charge and Click charges for each month in the relevant quarter. The maximum credit with respect to any particular machine's fixed maintenance and Click charges in any particular month shall be one percent (1%), even if both uptime and response time maximums were exceeded for such machine in such month.

A.8. E-Procurement Supplemental Category Management Functionality – Overview & Commitment

The Contractor(s) may participate in the TN SmartShop initiative. TN SmartShop is an e-marketplace of active statewide contracts where local governments and municipalities can leverage the buying power of the state government to purchase goods and services.

A.9. Security

- a. Connectivity

1. Machines utilized by the State must meet the following criteria:
 - a. Connect to the State's network through an industry-standard Ethernet connection/network adapter that the Contractor(s) must provide and install at no additional cost to the State. The connection of the machine to the State's network or the assignment of an address on the State's network for said machine will be conducted by State personnel. The Contractor(s)'s installation method must be approved by the State. Maintenance of the network adapter must be provided, as part of the Contractor(s)'s regular maintenance.
 - b. Provide the capability to, on demand, overwrite demand, and secure, on a hard disk drive, eMMC, or Solid State Drive, print sent to the machine until the print is ready to be released by an Authorized User; it must also provide automated job logging and auditing capabilities/log files, under password control, that are available to administrators.
 - c. Provide capability, on demand, to overwrite or wipe any data stored on the machine; it must also provide automated job logging and auditing capabilities/log files, under password control, that are available to administrators.
 - d. Provide and support the establishment of local Authorized User accounts and authentication of Authorized Users for whom local accounts have been established. This authentication is not required to be done via LDAPS.
 - e. Provide the ability for any firmware, software, and middleware controlling the machine's network capability and operations to be upgraded at the machine, for the purpose of maintaining and/or enhancing security on the State's network. The Contractor(s) must, when required by the State, upgrade and/or enhance, within fifteen (15) business days of notification by the State and at no additional costs to the State, the firmware, software, and/or the middleware of the machine to versions specified by the State as necessary to maintain and/or enhance security on the State's network.
 - f. Provide and support the ability to continuously overwrite data written to the hard drive while the drive is in use. Overwrite capabilities must support (at a minimum) single pass overwriting – per NIST Publication 800-88 standards, Appendix A; page 19 (Refer RFP Attachment 6.8)
 - g. Require LDAPS authentication of an Authorized User before permitting the Authorized User to scan to e-mail. During the e-mail transmission from scan, the MFD or Scanner must identify the authenticated Authorized User's e-mail address, not the address of the MFD or Scanner as the source/sender of the e-mail.
 - h. The Contractor(s) must, within fifteen (15) days of becoming aware of vulnerabilities, notify the State of said machine vulnerabilities to security threats that will potentially and materially impact the security of the State's network. The Contractor(s) must provide details of the Contractor(s)'s plan to mitigate all vulnerabilities, and, at the request of the State, implement these plans to all affected machines, all at no additional cost to the State.

b. Hard Disk Removal

If an Authorized User notifies the Contractor(s) prior to removal of the machine that it opts to have the Contractor(s) destroy the data contained in the hard disk drive, the Contractor(s) will do so and issue a "Certificate of Destruction" via email for each serial number requested by the Authorized User. Acceptable destruction methods include disintegration, shredding, pulverizing and incineration. The cost for this service will be pre-determined and may be pursuant to an Authorized User's local purchasing authority.

A.10. Equipment Substitution

The State may allow the Contractor(s) to offer a substitute, provided that the awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior

technological features to the item being replaced. Any substitution offer must be submitted in writing to the State Contract Manager for evaluation and approval.

The following conditions must be met for any substituted item offer:

1. The functional, technical, and performance characteristics of the substitute item(s) is equal to or exceed the specifications listed in Section A.2.
2. The price of the substitute item(s) does not exceed the cost of the item being replaced by more than ten percent (10%).
3. The substitute item has been formally announced by the manufacturer as being commercially available as of the date the substitution request is made.
4. The Contractor(s)'s offer contains sufficient detailed information to substantiate that the criteria above are met.

A.11. Damages

If State property is damaged, stolen or lost as a result of the Contractor(s)'s or Contractor(s)'s employees' acts or omissions and that property has to be repaired or replaced by the State, the expense for such work or replacement will be deducted from the monies due the Contractor(s). In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

Alternatively, if the Contractor(s)'s property is damaged, stolen or lost as a result of the State's or State's employees' negligence and that property has to be repaired or replaced by the State, the expense for such work or replacement will be billed by the Contractor(s) to the State. Pricing must be provided for such occasion. Pricing must be provided for such occasion after each incidence and agreed to by both the State and the Contractor(s).

In the event the State destroys equipment being rented by the State, the amount of damages claimed by the Contractor(s) for all claims caused by the other Party shall be equal to the value of the relevant equipment at the time of the occurrence based on a depreciation schedule with the anticipated life of the equipment being three (3) years and computed as a straight-line expense.

A.12. Warranty

Contractor(s) represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor(s), its suppliers, or manufacturers to customers of its goods or services. Equipment purchased under this Contract shall have a required minimum 60 month warranty. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor(s) receives notice of a Defect during the Warranty Period, then Contractor(s) shall correct the Defect, at no additional charge.

Contractor(s) represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor(s) represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor(s)'s industry.

If Contractor(s) fails to provide the goods or services as warranted, then Contractor(s) will re-provide the goods or services at no additional charge. If Contractor(s) is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor(s) for the Defective goods or services. Any exercise of the State's rights under

this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.13. Inspection and Acceptance

The State shall have the right to inspect all goods or services provided by Contractor(s) under this Contract. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Contractor(s), and Contractor(s) shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective for the period beginning on April 15, 2019 ("Effective Date") and ending on April 14, 2022, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor(s) prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to seven (7) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months. New rentals and purchases are not allowed under this contract after April 14, 2024. The April 14, 2029 extension serves as a vehicle for payments for Authorized Users wanting to complete their optional 60 month rental agreement.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be seventeen million, twenty-eight thousand, six hundred forty-three dollars (\$17,028,643) ("Estimated Liability"). This Contract does not grant the Contractor(s) any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor(s) will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor(s) by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor(s) for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor(s).

C.3. Payment Methodology. The Contractor(s) shall be compensated based on the payment rates for goods or services contained in Contract Attachment C and as authorized by the State in a total amount as set forth in Section C.1. The Contractor(s)'s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

The rental of required options identified in Section A.2. shall end coterminous with equipment originally rented. Rental options added after equipment installation will be priced at the originally contracted price, amortized over the remaining term of the rental.

- C.4. **Travel Compensation.** The Contractor(s) shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. **Invoice Requirements.** The Contractor(s) shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor(s) shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: State Agency & Division Name;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. **Invoice Reductions.** The Contractor(s)'s invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits

conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor(s) under this or any contract between the Contractor(s) and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor(s).

C.9. Prerequisite Documentation. The Contractor(s) shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor(s) by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor(s) shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor(s) acknowledges and agrees that, once this form is received by the State, payments to the Contractor(s), under this or any other contract the Contractor(s) has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor(s) agrees that payments to the Contractor(s) under this Contract may be made using the State P-Card and Contractor(s) will provide level III data reporting information.

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

C.10. State of Tennessee Administrative Fee. A one (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor(s) shall submit payments to:

Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:

Eve Whittenburg
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Eve Whittenburg, Category Specialist
Department of General Services
Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.,
Nashville, Tennessee 37243
Eve.Whittenburg@tn.gov
Telephone # 615-253-3000
FAX # 615-741-0684

The Contractor:

J. Mark Choate, Strategic Account Manager
Canon Solutions America, Inc.
402 BNA Drive, Suite 360
Nashville, TN 37217
jchoate@csa.canon.com
Telephone # 615-238-6254
FAX # 615-360-5088

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor(s). The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor(s) shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor(s) shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor(s) shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5 Termination of Rental Charges

The State shall not be required to pay any termination charges for early termination of a State Agency rental. For example, in the event that a State Agency no longer requires the use of a machine, the State Agency may, with a thirty (30) day written notification, return the machine without penalty. The Contractor(s) shall be required to pick-up the machine at no additional cost to the State.

If the State Agency misjudges the need for a machine, it will not be allowed to return such machine and cancel its rental without prior approval of the State. The State Agency should first determine if another section of its own Agency has a need for the machine. If a new location is determined, the Contractor(s) shall move the machine to the new location and set it up. The moving date shall be mutually agreed upon by the State Agency and the Contractor(s). Payment for this service will be rendered by the State Agency pursuant to its local purchasing authority.

- D.6. Termination for Convenience.** The State may terminate this Contract for convenience without cause for any reason. The State's election to terminate this Contract for convenience shall be effective upon the date specified and shall not be deemed a breach of contract by the State. The Contractor(s) shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor(s) for compensation for any good or service that has not been provided, nor shall the Contractor(s) be relieved of any liability to the State for any damages or claims arising under this Contract.
- D.7. Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.8. Assignment and Subcontracting.** The Contractor(s) shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor(s) shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor(s)' obligations under this Contract.
- D.9. Conflicts of Interest.** The Contractor(s) warrants that no part of the Contractor(s)'s compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor(s) in connection with any work contemplated or performed under this Contract.

The Contractor(s) acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor(s) is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor(s) is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

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

D.11. Equal Opportunity. The Contractor(s) agrees as follows:

- a. The Contractor(s) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor(s) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor(s) agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.12. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor(s) agrees that the Contractor(s) shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor(s) shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A semi-annually during the Term. If the Contractor(s) is a party to more than one contract with the State, the Contractor(s) may submit one attestation that applies to all contracts with the State. All Contractor(s) attestations shall be maintained by the Contractor(s) and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor(s) shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor(s) and made available to State officials upon request.
- c. The Contractor(s) shall maintain records for all personnel used in the performance of this Contract. Contractor(s)'s records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor(s) understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.13. Records. The Contractor(s) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor(s), for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.14. Monitoring. The Contractor(s)'s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Contractor(s) shall submit brief, periodic, progress reports to the State as requested.
- D.16. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.17. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.18. Patient Protection and Affordable Care Act. The Contractor(s) agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor(s) shall indemnify the State and hold it harmless for any costs to the State arising from Contractor(s)'s failure to fulfill its PPACA responsibilities for itself or its employees.
- D.19. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor(s) or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.20. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal

to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.21. Hold Harmless. The Contractor(s) agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor(s), its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor(s) further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor(s) of its obligations under this Section to the extent that the Contractor(s) can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor(s), through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.22. HIPAA Compliance. The State and Contractor(s) shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor(s) warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor(s) warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor(s) will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor(s) in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor(s) will indemnify the State and hold it harmless for any violation by the Contractor(s) or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.23. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor(s) agrees that if it is later determined that the true nature of the working relationship between the Contractor(s) and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor(s), if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor(s) received from TCRS during the Term.

- D.24. Tennessee Department of Revenue Registration.** The Contractor(s) shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.25. Debarment and Suspension.** The Contractor(s) certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.26. Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor(s)'s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor(s) will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor(s)'s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor(s): (a) cease payment of the fees until Contractor(s) resumes performance of the affected obligations; or (b) immediately terminate this Contract or any Purchase Order, in whole or in part, without further payment except for fees then due and payable. Contractor(s) will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.27. State and Federal Compliance. The Contractor(s) shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.28. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor(s) acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.29. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.30. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.31. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.32. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor(s)'s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. Any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. This Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A through D.
 - c. Any clarifications of or addenda to the Contractor(s)'s proposal seeking this Contract;
 - d. The State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. Any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. The Contractor(s)'s response seeking this Contract.
- D.33. 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, shall be a material provision of this Contract. The Contractor(s) certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Insurance. Contractor(s) shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract with the approval of Contractor which shall not be unreasonably withheld. Contractor(s)'s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor(s) loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor(s) shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage, except workers compensation (employer liability) and professional liability (errors and omission), must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Subject to prior approval by the State, the Contractor may provide an umbrella insurance policy for General Employer and Automobile Liability with a policy limit of \$5,000,000 in coverage. Contractor(s) agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional

liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor(s)'s sole responsibility. The Contractor(s) agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor(s) has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor(s) shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor(s) shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor(s) shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor(s) shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor(s)'s policy. At any time, the State may require Contractor(s) to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor(s) self-insures, then a COI will not be required to prove coverage.

The State agrees that it shall give written notice to the Contractor(s) as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor(s) of its obligations under this Section to the extent that the Contractor(s) can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor(s) or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor(s); or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor(s) arising under this Contract. The Contractor(s) shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor(s) shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and

advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor(s) shall maintain single limits not less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractor(s) statutorily required to carry workers' compensation and employer liability insurance, the Contractor(s) shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor(s) certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor(s) shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor(s) employs fewer than five (5) employees;
 - ii. The Contractor(s) is a sole proprietor;
 - iii. The Contractor(s) is in the construction business or trades with no employees;
 - iv. The Contractor(s) is in the coal mining industry with no employees;
 - v. The Contractor(s) is a state or local government; or
 - vi. The Contractor(s) self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor(s) shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, rented, hired, and non-owned automobiles).
- 2) The Contractor(s) shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.35. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor(s) and the Contractor(s)'s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor(s) or the Contractor(s)'s subcontractors and that are subject to tax.

E. **SPECIAL TERMS AND CONDITIONS:**

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

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor(s) by the State or acquired by the Contractor(s) on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor(s) to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor(s) due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed

except as required or permitted under state or federal law. Contractor(s) shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor(s) under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Intellectual Property Indemnity. The Contractor(s) agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor(s) shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor(s) shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor(s) notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor(s) of its obligations under this Section to the extent Contractor(s) can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor(s), through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.5. Software License Warranty. Contractor(s) grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.6. Software Support and Maintenance Warranty. Contractor(s) shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor(s) shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor(s) to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor(s).
- E.8. State Furnished Property. The Contractor(s) shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor(s)'s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor(s) shall be responsible to the State for the fair market value of the property at the time of loss.
- E.9. Lobbying. The Contractor(s) certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor(s), to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

- E.10. **Contractor Commitment to Diversity.** The Contractor(s) shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor(s)'s Response to RFP #32110-18110 and Attachment B to this Contract.

The Contractor(s) shall assist the State in monitoring the Contractor(s)'s performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.11. **Additional lines, items, or options.** At its sole discretion, the State may make written requests to the Contractor(s) to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a. After the Contractor(s) receives a written request to add lines, items, or options, the Contractor(s) shall have ten (10) business days to respond with a written proposal. The Contractor(s)'s written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor(s)'s proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor(s) perform or deliver the new lines, items, or options.

E.12. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor(s) shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor(s) shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- f. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- g. Tennessee local governmental agencies;
- h. members of the University of Tennessee or Tennessee Board of Regents systems;
- i. any private nonprofit institution of higher education chartered in Tennessee; and,
- j. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor(s) according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor(s) and Authorized Users.

E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor(s) shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor(s) shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.14. Prison Rape Elimination Act (PREA). The Contractor(s) must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

IN WITNESS WHEREOF,

CANON SOLUTIONS AMERICA, INC.:



CONTRACTOR SIGNATURE


4-4-19
DATE

Peter Kowalczyk

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

 Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief Procurement
Officer, ou=Department of General
Services, email=mike.perry@tn.gov, c=US
Date: 2019.04.09 10:34:52 -05'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

81-10-14

[Faint handwritten notes]
4-10-19

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	62117
CONTRACTOR LEGAL ENTITY NAME:	Canon Solutions America, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	██████████

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Peter P. Kowalczyk, President

PRINTED NAME AND TITLE OF SIGNATORY

4-4-19

DATE OF ATTESTATION





CANON SOLUTIONS AMERICA

ATTACHMENT B

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 1-844-443-4636
www.csa.canon.com

April 3, 2019

Eve Whittenburg
State of Tennessee
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave.
Nashville, TN 37243

Ms. Whittenburg,

Canon Solutions America, Inc. is committed to achieving or surpassing a goal of thirteen percent (13%) participation with Copier Moving Specialist (CMS), a certified diversity business enterprise with the State of Tennessee, under Contract #62117. Diversity businesses are defined as those that are:

1. Owned and controlled by a person or persons with disabilities, of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the state to track and report purchases from business owned by minority, women, service-disabled veterans and Tennessee small businesses.
2. Reporting monthly to the Go-DBE office the dollars paid directly to a business enterprise owned by a minority, woman, persons with disabilities, service-disabled veteran owned and small businesses accomplished under Contract #62117.

Canon Solutions America, Inc. is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

Peter P. Kowalczyk
President
Canon Solutions America, Inc.



A Canon U.S.A. Company

ATTACHMENT C

Section C.3. Payment Methodology

Refer to excel titled – "Attachment C Payment Methodology"

Section A.2. Workflow Description

The example scenario below describes a workflow that the State wishes to improve through workflow software solutions.

Desired software solution should be an integrated management platform designed to provide more control over multifunction devices (MFDs) and Scanners. The software solution must reside on a standalone server that communicates via Internet Protocol (IP) to clients or the MFDs or Scanners. The server should be able to use an API or service that securely transmits the desired scanned information into a database.

The software solution should allow users to scan documents using MFDs and Scanners and route them to appropriate folders to be accessed within the department's proprietary application. These folders will reside in a database platform that allows the use of metadata to organize and integrate these documents for easier access and manageability. Currently, users are required to scan the document to their email, open the email, download the file, login to the application, navigate to the appropriate page within the application, upload the document, delete the downloaded document, and delete the scan email. Using the software solution, this could be simplified into creating a coversheet with the proper metadata, logging into the MFD and Scanner using a badge, and then scanning the coversheet and documents. The software solution should intelligently route the file to the proper folder using the metadata on the coversheet (See Figure 1). These automated workflows create more streamlined process by reducing the manual steps required to produce the same results.

Additionally, this software should allow a "single pane of glass" management portal to monitor device usage and provide detailed reports which can be used for auditing purposes to track costs or usage. Currently, users are required to login to each individual MFD or scanner to gather the same data.

The integration of this software solution with the department's document storage project, which uses a SaaS platform, allows for the secure viewing of these documents without the need to download them to the device.

In addition, this will be an on premise solution using the State of Tennessee's Data Center to house the server that communicates to the MFDs and Scanners in the department's various locations. All communication will be secured via a standard encrypted communication protocol and the files should reside on the SaaS platform.

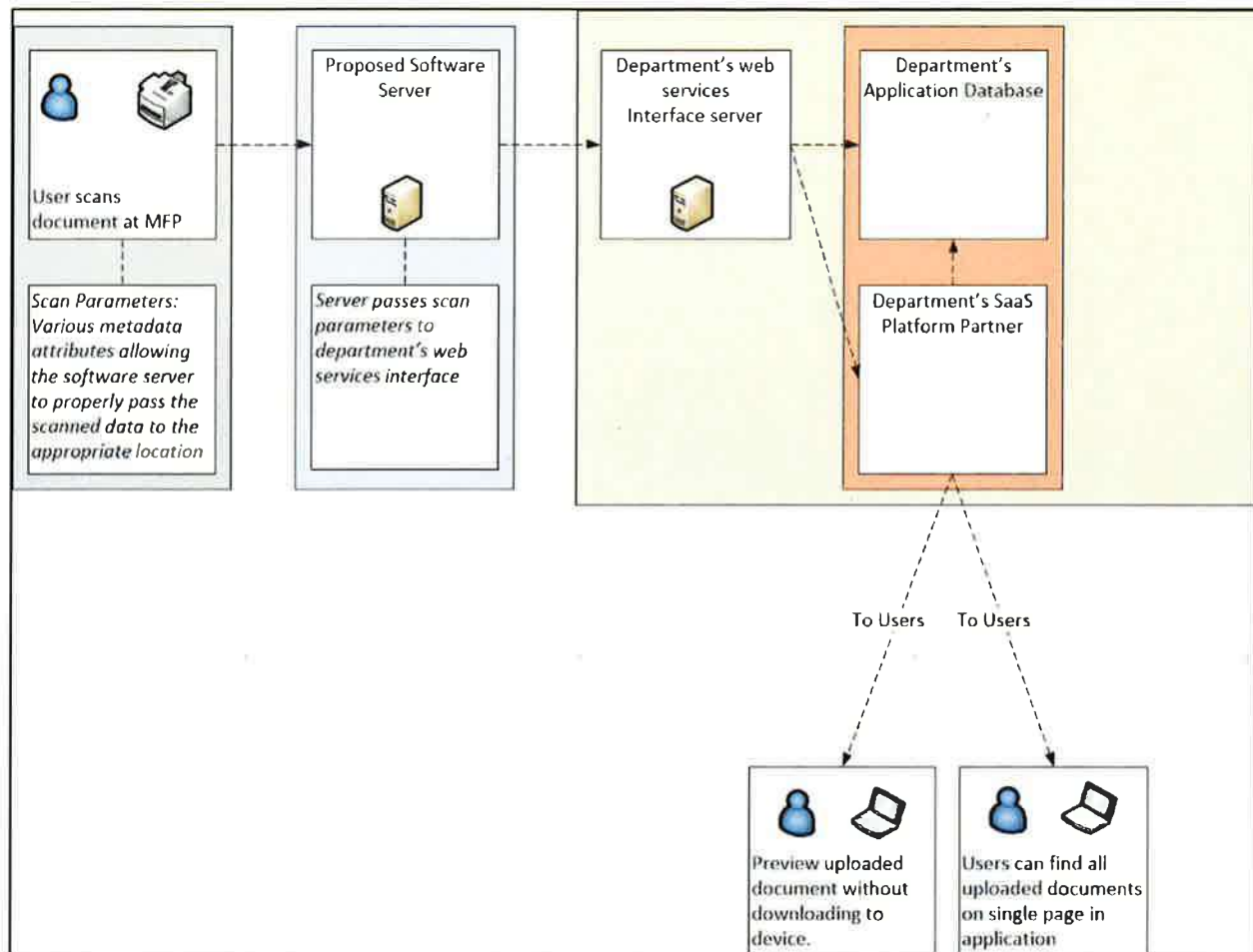


Figure 1 - Proposed data flow for the most common use case.

SWC# 400 Multifunction Devices and Services
Contract Information and Usage Instructions

**NOTE: Always check the following website to ensure you are looking at the most recent usage instructions: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>*

Contract Period: Three-year contract term with two additional one-year options to renew for new orders. One extension to April 14, 2025. An additional five-year extension has been added to the contract for Agencies that have not completed their 60-month lease by the final contract expiry date (April 14, 2025) to complete their lease term. No new equipment may be purchased or leased under this contract after April 14, 2025. The end date of this contract is April 14, 2030.

Start Date: April 14, 2019

Current End Date: April 14, 2025

Upon expiration or cancellation of this contract, agencies will no longer be able to use this contract for the acquisition of new MFDs either through lease or purchase. HOWEVER, all leases and service agreements will continue until they have reached their expiration at 60 months.

Summary/Background Information:

- Acquisition of Multifunction Devices, or MFDs (formerly known to the State as “copiers”), supplies and services.
- Multifunction devices may be purchased or leased with a 60-month service agreement.
- Lease: A new MFD lease may be entered into at any time during the length of this contract, up to and including the end of year five (5). The MFD lease will be 60 months in duration and include all supplies, toner, and service.
- Purchase: A new MFD may be purchased at any time during the length of this contract, up to and including the end of year five (5). The purchased MFD must also include a 60-month service agreement to include all supplies, toner, and service which will be paid monthly.
- A full list of products and services offered under this contract can be found on the CPO “Statewide Contract Instruction” website under SWC 400 Multifunction Devices and Services.

NOTE: Agencies that require devices or finisher options within the scope of this statewide contract that are not currently offered under the statewide contract should contact the Contract Administrator for information.

State Contact Information

Contract Administrator:

Michael Gross
Category Specialist
Central Procurement Office
(615) 507-6227
michael.d.gross@tn.gov

Contract Administrator:

Ryan Gaddis
Category Specialist
Central Procurement Office
(615)-532-4043
ryan.gaddis@tn.gov

Contractor Contact Information:

Canon Solutions America
Edison Contract # 160525

R. Bruce Black
Major Account Executive
Phone: 865-371-7168
rblack@csa.canon.com

Usage Instructions

Request for Equipment

1. Contact Canon for recommended Initial Assessment to help identify equipment and/or service that best fits agency needs. *NOTE: Refer to Attachment C for Canon equipment available for purchase or lease and select base equipment and optional features.*
2. Determine if equipment should be leased or purchased
 - a. Leased MFDs will last for 60 months
 - b. Purchased MFDs require a 60-month service agreement
 - c. The lease begins at the time of installation
 - d. Agencies will have the option to lease new MFDs up until the final expiration date of April 14, 2025.
3. Generate a requisition using the Item ID #'s for the equipment model and optional features to be leased or purchased. *NOTE: Some devices have specific electrical requirements. Please confirm with Canon that the device you order will work with your building's capabilities.*
4. Copy the approved requisition to a purchase order.
5. Send the signed purchase order to the Canon representative identified above:
rblack@csa.canon.com. *NOTE: Include the contact information of the person at the facility where the MFD should be delivered who will be receiving the equipment, so Canon knows who to contact upon delivery.*
6. Once the purchase order has been sent to Canon, notify STS so they can schedule a

representative to be onsite at installation. *NOTE: For Agency users, STS must be present at installation to ensure the new device is properly networked. Please contact Ellen Wicke at Ellen.Wicke@tn.gov after submitting a purchase order for a device to Canon.*

7. Delivery of the MFD shall be made within 30 days of Canon's receipt of purchase order
8. Prior to delivery, a Canon representative will contact the facility user for delivery instructions.
9. Once the equipment has been delivered and facility user has accepted the MFD by visual inspection and signature, a Canon service technician will contact them to schedule the full installation.
10. Once the equipment has been fully installed, the Canon training team will contact the facility user to schedule an office-wide training, if needed.

Initial Assessments

Users should seek out a free Initial Assessment through Canon. This assessment provides a detailed analysis of the agency's current print status and an estimated savings with a phased implementation recommendation. If an agency chooses not to utilize this assessment, it should consult its own IT group for assistance. The contract administrator is also available to provide guidance.

NOTE: There have been issues with Agencies ordering 6000 and 5000 series devices which require a NEMA plug. When ordering, please discuss any special needs with Canon. The Initial Assessment brings any unusual requirements to the Agency's attention and is highly recommended.

Equipment Service Requests

Service Request:

Canon Solutions America, Inc. Customer Service Department

Monday – Friday, 7:00 a.m. – 5:00 p.m. CST

Phone: 1-800-355-1385

Website: <https://csa.canon.com/online/portal/csa/csa/company/contactus>

Help Desk Call Center

Monday – Friday, 7:00 a.m. – 7:00 p.m. CST

Phone: 1-800-355-1385

Website: <https://csa.canon.com/online/portal/csa/csa/company/contactus>

Termination of Rental Charges Procedures

Information on early lease terminations can be found in the contract's terms and conditions Section D.5. Termination of Rental Charges. If any Agency is looking to pursue an early lease termination, please contact the Contract Administrator.

Requisition and Purchase Order Generation

For information on how to create a requisition and/or purchase order please reference our CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

NOTE: When generating the Purchase Order, the State's Edison system will only show pricing to two decimal places (e.g. 0.0026 will round to 0.00). Please verify that the total is correct before submitting.

Billing and Payment Instructions

The Contractor shall submit an itemized invoice, with all necessary supporting documentation, to the state agency billing address provided in the PO. The invoice will also include only charges for service described in the PO. Once the agency is in possession of the invoice the timeframe for payment begins and the agency will then follow their normal procedures for invoice payment.

It is the responsibility of the agency to notify the Contractor in the event the contact person at the agency changes. All Canon invoices will be directed to the main contact person who submitted the original purchase order.

Agenda Item Title: Approval of Student Field Trip Fees

Board Meeting Date: December 10, 2024

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve the following field trip fees:

- \$75 per student for 6th grade students from Bradley Academy to travel to Camp Ridley in Columbia, TN, on May 5-6, 2025,
- \$125 per student for 6th grade students from John Pittard Elementary School to travel to Land Between the Lakes in Golden Pond, KY, on May 7-9, 2025, and
- \$62 per student for 4th grade students from Discovery School to travel to U.S. Space & Rocket Center in Huntsville, AL, on May 14, 2025.

The 6th grade students at Bradley and John Pittard have raised money through various fundraising activities to lower the cost of their field trip. Students at these three schools took these same field trips last year, and their fees remain the same.

Staff Recommendation

Recommending approval of student field trip fees of \$75 per 6th grade student at Bradley Academy to travel to Camp Ridley, \$125 per 6th grade student at John Pittard Elementary to travel to Land Between the Lakes, and \$62 per 4th grade student at Discovery School to travel to the U.S. Space & Rocket Center.

Fiscal Impact

Field trips are paid for at the school level through student collection.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Approval of Surplus Items

Board Meeting Date: December 10, 2024

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
21 - 16 seat cafeteria tables					< 50.00 each
5 - Round cafeteria tables - no seats					< 20.00 each
see attached					
Will Advertise on Goodale's					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal Sandy Scheele School CLT Date 11/18/24

Supervisor Dena Thomas EA Date 11/18/24

Assistant Superintendent of School Operations or Director of Technology [Signature] Date 11/18/24

Director of Schools Bobby White III Date 11/20/24

Board Chairman _____ Date _____

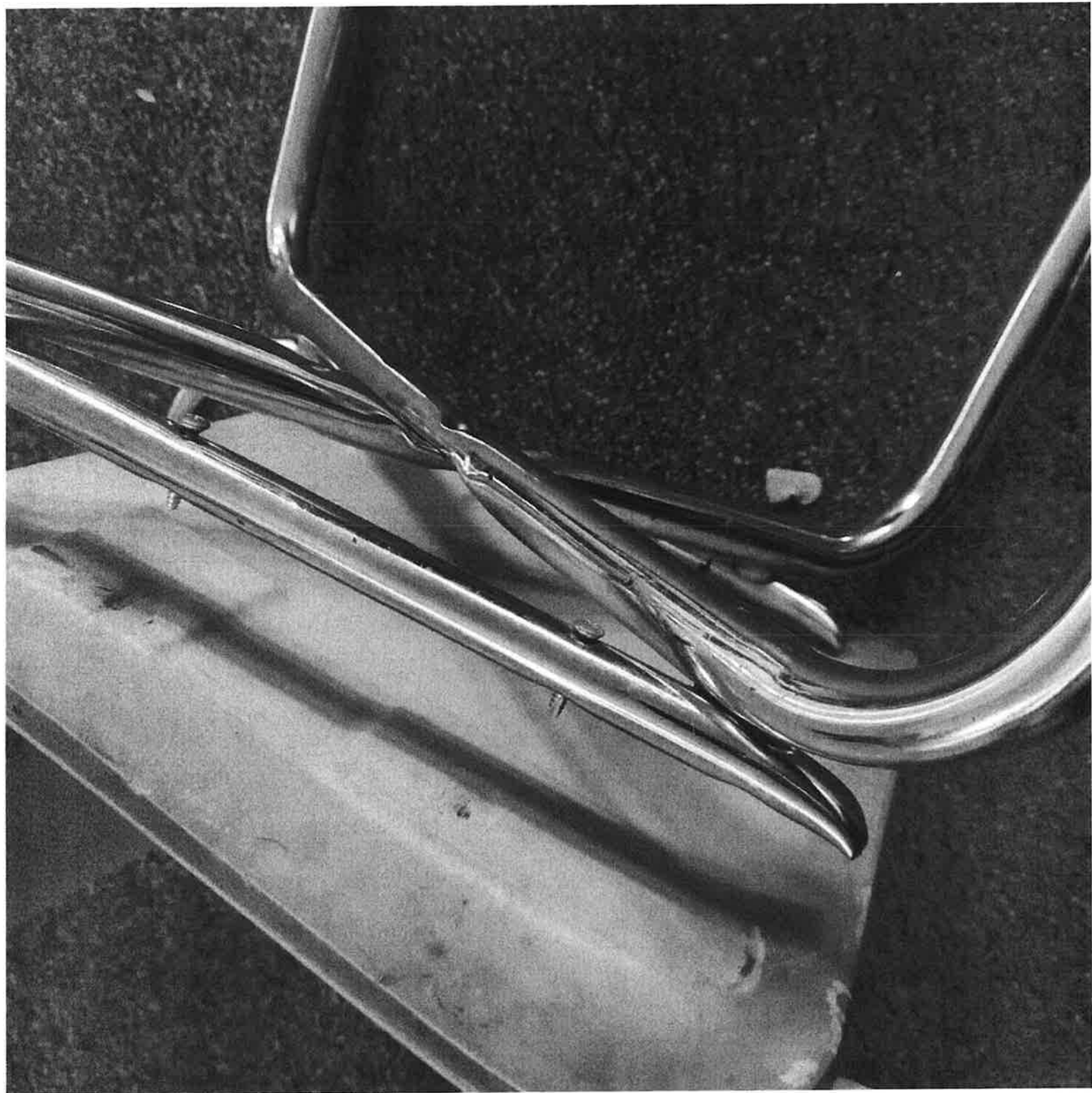
For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____







SURPLUS PROPERTY DISPOSAL FORM (SPDF)




Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Student desks- 20					
Tall Filing Cabinets- 4					
Library shelves- 3					
Rectangle tables- 3					
Short filing cabinets- 2					
Round tables- 3					
Podium- 1					
Washing machine					
Dryer					
Teacher desk- 1					
Student chairs- 34					
Shelving unit- 2					
Horseshoe table- 1					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School WNS Date 11/22/24
 Principal _____ Date 11/22/24
 _____ Date 11/25/24
 Supervisor _____ Date 11/25/24
 _____ Date _____
 Director of Schools _____ Date _____
 _____ Date _____
 Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

Agenda Item Title: 2025-2026 School Calendar

Board Meeting Date: December 10, 2024

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval Yes No

Summary

The proposed academic calendar for the 2025-2026 school year meets all requirements from the Tennessee Department of Education. The first days of school for students, fall break, spring break, and winter break all coincide with the dates for Rutherford County Schools.

This calendar utilizes four stockpile days for professional learning. Nine stockpile days will be saved for inclement weather.

This calendar was developed in conjunction with input from each of our schools through our Teacher Advisory Council and a parent survey was sent out which received over 1,200 responses.

Staff Recommendation

Approval of the 2025-2026 school calendar.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

MURFREESBORO CITY SCHOOLS 2025-2026 ACADEMIC CALENDAR

JULY 2025

Thursday, July 17: 11 Month Employees Return
Thursday, July 24: 10 ½ Month Employees Return
Thursday, July 31: 10 Month Employees Return
**Wednesday, July 31: School-Based In-service Day

AUGUST 2025

**Friday, August 1: District In-service Day
**Monday, August 4: School-Based In-service Day
*Tuesday, August 5: School-Based Work Day (Admin)
Wednesday, August 6: **Grades 1-6 Students, Half Day for Students (3 hours, 30 minutes)**
*Thursday, August 7: School-Based Work Day (Admin)
Friday, August 8: **Grades 1-6 Students, First Full Day for Students**
Monday, August 11: Grades 1-6 Students, Second Full Day; Kindergarten, Half-Day for A-L
Tuesday, August 12: Grades 1-6 Students, Third Full Day; Kindergarten, Half Day for M-Z
Wednesday, August 13: Grades 1-6 Students, Fourth Full Day; All Kindergarten Half-Day
Thursday, August 14: Grades K-6 Full Day

SEPTEMBER 2025

Monday, September 1: Labor Day (Day Out for All)
++Friday, September 19: School-Based Planning Day (*stockpile*) (Day Out for Students)

OCTOBER 2025

Monday, October 6-Friday, October 10: Fall Break (Days Out for School-Based Personnel)
*Wednesday, October 22-Parent/Teacher Conferences (Admin) (Day out for Students)

NOVEMBER 2025

Monday, November 24-Wednesday, November 26: Thanksgiving Break (Day Out for School-Based Personnel)
Thursday, November 27-Friday, November 28: Thanksgiving Break (Days Out for All)

DECEMBER 2025

Friday, December 19: Student Half Day (3 hours, 30 minutes)
Monday, December 22-Friday, January 2, 2026: Winter Break (Days Out for School-Based Personnel)

JANUARY 2026

Monday, December 22-Friday, January 2: Winter Break (Days Out for School-Based Personnel)
++Monday, January 5: District In-service Day (*stockpile*) (Day Out for Students)
++Tuesday, January 6: School-Based Planning Day (*stockpile*) (Day Out for Students)
Wednesday, January 7: Students Return
Monday, January 19: Martin Luther King, Jr. Day (Day Out for All)

FEBRUARY 2026

++Friday, February 13: School-Based Planning Day (*stockpile*) (Day Out for Students)
Monday, February 16: Presidents' Day (Day Out for All)

Board Approved:

MARCH 2026

*Friday, March 20: Parent/Teacher Conferences (Admin) (Day out for Students)
Monday, March 30-April 3: Spring Break (Days Out for School-Based Personnel)

APRIL 2026

Monday, March 30-April 3: Spring Break (Days Out for School-Based Personnel)
Friday, April 3: Good Friday (Day out for All)

MAY 2026

Monday, May 25: Memorial Day (Day Out For All)
Thursday, May 28: Last ½ Day for Students and 10 Month Employees (3 hours and 30 minutes)

JUNE 2026

Thursday, June 4: Last Day for 10 ½ Month Employees
Thursday, June 11: Last Day for 11 Month Employees

The first nine days out for inclement weather will be made up according to state law through a seven-hour school day by stockpiling time. Four of the thirteen stockpiled days are used for staff professional development.

*Board Assigned Administrative Days (Workdays): the first administrative day is earned through approved summer flex hours.

++Stockpiled in-service days

**In-service days: the fourth and fifth in-service days are earned through twelve (12) approved points.

180 Student Days (4 of these days will be used as stockpiled in-service days++)

5 Board Assigned Administrative Days*

5 In-Service Days**

10 Vacation Days

200

Attendance Periods:

End of Report Card Periods:

Report Card Days:

Board Approved:

Agenda Item Title: Collaborative Conferencing District Members

Board Meeting Date: December 10, 2024

Department: Human Resources

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

During the month of November, a poll of eligible professional employees was held pursuant to the Professional Educators Collaborative Conferencing Act of 2011 asking the question, “*Shall the professional employees of this LEA undertake collaborative conferencing with the board of education?*” A total of 421 of the 771 eligible certified staff voted with 415 voting “yes” and 6 voting “no”. 386 “yes” votes were required to continue the process.

State statute requires the Board to appoint seven to eleven people to serve as management personnel for the collaborative conferencing team. Professional employees are entitled to the same number of representatives that are selected by the Board. MEA has selected the following representatives for the professional employees.

MEA Representatives:

Luke Dickerson, ESL Teacher
Tysha Batts, 1st Grade Teacher
Dee Dee Potter, Art Teacher
Tony Hartman, Music Teacher

Teresa Rotella, 6th Grade Teacher
Kristy Mall, 5th Grade Teacher
Shae Miga, 3rd Grade Teacher

Staff Recommendation

Approve the following individuals listed below as district representatives to represent management during the collaborative conference process. Representatives serve for 3-year terms.

District Representatives (management personnel):

Maria Johnson, Director of Human Resources
Ken Rocha, Assist. Superintendent
Emily Spencer, Principal
Sheri Arnette, Asst. Superintendent

Angela Fairchild, Director of Spec. Education
Caitlin Bullard, Principal
Liz Rueby, Assist. Principal

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Zoning Appeal Special Committee

Board Meeting Date: December 10, 2024

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Board policy 6.205 requires MCS to have a Zoning Appeal Special Committee to hear zoning and placement appeals made by families. Applications for a hearing request must be made within ten (10) days after the assignment.

Board policy specifies that at least one (1) board member serves on this special committee.

Staff Recommendation

We are recommending the following individuals serve on the Zoning Appeal Special Committee for the 2025 calendar year. This item is reviewed and voted on annually as stated in the annual agenda.

Mr. Jimmy Richardson – Board member (appointed by Board Chairman Campbell)

Ms. Lauren Bush - Assistant City Attorney – Murfreesboro City Schools *nonvoting member

Mr. Ken Rocha – Assistant Superintendent of Student Supports Services *nonvoting member

Ms. Angela Fairchild – Director of Special Education

Ms. Maria Johnson – Director of Human Resources

School Administrator not associated with zoning application

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Charter School Review Committee

Board Meeting Date: December 10, 2024

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Board policy 1.901 requires MCS to have a board appointed review team in place in the event any charter school applications are filed with the school district.

The role of the Charter School Review Team is to assist in reviewing and evaluating charter school applications and formally recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration.

Board policy 1.901 requires the Charter School Review Team be composed of administrative staff from the district, community members, and a member of the board with relevant educational, organizational, financial, and legal experience.

Staff Recommendation

We are recommending the following individuals serve on the Zoning Appeal Special Committee for the 2025 calendar year. This item is reviewed and voted on annually as stated in the annual agenda.

Approval of the following participants be appointed to this team for the 2025 calendar year. This committee is approved annually.

Ms. Sheri Arnette – Chair, Assistant Superintendent of Curriculum and Instruction

Ms. Lauren Bush – Assistant City Attorney – Murfreesboro City Schools

Ms. Amanda Moore – Board member (appointed by Board Chairman Campbell)

Dr. Angela Hoosier – Community member

Dr. Maryam Hill – Coordinator of Federal Programs

Dr. Cathy Pressnell – Coordinator of Literacy, 3rd – 6th grades

Dr. Caitlin Bullard – Principal, The Discovery School

Ms. Angela Fairchild – Director of Special Education

Mr. Daniel Owens – Director of Finance

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Purchase and Sale Agreement for 910 Ridgley Road Property

Board Meeting Date: December 10, 2024

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Purchase and Sale Agreement with Osborne Enterprises for the acquisition of real property located at 910 Ridgely Road, Murfreesboro, Tennessee 37129, is presented to the Board for approval. After careful evaluation of available options for relocation of the Transportation and Maintenance Departments, the property owned by Osborne Enterprises was identified as the most suitable for meeting the District's needs, as it will allow the district to enhance operational efficiency and support anticipated growth.

Under the terms of the Agreement, the District will purchase the property for \$5,250,000.00. The Agreement includes a 60-day due diligence period. Contingencies for the purchase include successful completion of this due diligence process, and approval by the Board of Education and City Council.

Following Board and City Council approval, the District will proceed with executing the Agreement and initiating the due diligence process. This will include property inspections, environmental assessments, and title reviews. Closing procedures will commence once all contingencies have been satisfied.

Staff Recommendation

Approve Purchase and Sale Agreement for 910 Ridgley Road Property with the ability for legal to modify as necessary.

Fiscal Impact

Under the terms of the Purchase and Sale Agreement, the District will purchase the property for \$5,250,000.00. In addition to the purchase price, there will be closing costs attributed to each party as outlined in the Agreement, with the District estimating its share to be approximately \$200,000.00. Furthermore, the District anticipates expenditures of an additional \$300,000.00 to outfit the building for its intended use. Funding for this acquisition will come from multiple sources, including the General Purpose Fund Balance and County Shared Bonds. The City of Murfreesboro, which plans to utilize 10.2% of the building for shared office space, will contribute an estimated \$829,127.00 toward the purchase price which is made up of 10.2% of the sale price, 10.2% of the estimated closing costs, and \$273,287 for the current facility located on New Salem Highway. A separate use agreement between the City and the District will govern this shared use, subject to additional approval by both the Board and the City Council.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (“Agreement”) dated as of the ____ day of _____, 2024 (the "**Effective Date**"), by and between the **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County in the State of Tennessee, on behalf of **MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION** (“Purchaser”), and **OSBORNE ENTERPRISES**, a Tennessee general partnership (“Seller”), for itself, and its heirs, successors, and assigns.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

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

ARTICLE I

TERMS OF AGREEMENT

Section 1.01 Terms/Definitions. The following terms are defined to provide clarity for purposes of this Agreement. These definitions are included for terms that may be ambiguous, used before their explanation in the body of the Agreement, or otherwise benefit from further specification. Terms not defined in this section shall have their commonly understood meanings or the meanings ascribed to them in applicable sections of this Agreement:

(a) “Assumed Contracts” shall mean Service Contracts entered into by Seller which Purchaser elects, in its sole discretion, to assume by written notice to Seller.

(b) “Bring Down Certificate” means a signed certificate certifying the Seller’s representations and warranties are still true as of the date of the certificate.

(c) "Business Day" shall mean Monday through Friday, excluding bank holidays and legal holidays recognized by the state government of the State of Tennessee. Unless expressly stated otherwise, references to "days" in this Agreement shall mean Business Days.

(d) “Closing” shall mean the closing and consummation of the purchase and sale of the Property pursuant hereto.

(e) "Closing Date" shall mean the date that is within thirty (30) days after the end of the Due Diligence Period, or such later date as mutually agreed upon by Seller and Purchaser.

(f) "Deposit" shall mean the sum of One Hundred Thousand Dollars (\$100,000.00) to be held, invested, and distributed by the Escrow Agent pursuant to this Agreement.

(g) "Due Diligence Delivery Date" shall mean the date five (5) business days following the Effective Date for which the Seller shall deliver or make available copies of the Due Diligence Materials.

(h) "Due Diligence Period" shall mean the date commencing on the Due Diligence Delivery Date and ending sixty (60) calendar days after such date.

(i) "Environmental Laws" shall mean, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, and other federal, state, county, municipal, and other local laws governing or related to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) "Hazardous Materials" shall mean "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including but not limited to, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(k) "Tenant" shall mean any individual, entity, or organization that, pursuant to a written or oral lease, license, or other occupancy agreement, has a legal right to occupy, use, or possess any portion of the Property as of the date of this Agreement or at any time prior to the Closing Date.

(l) "Title Insurance Company" shall mean the title insurance company, or its authorized agent, selected by Purchaser to issue a title insurance policy for the Property, insuring Purchaser's title to the Property subject to the terms, conditions, and exclusions set forth therein.

(m) "Service Contracts" means any service, maintenance, supply, leasing, brokerage, and listing and/or other contract relating to the Property.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of the Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**");

(a) All that certain lots, pieces, or parcels of land located at 910 Ridgely Road in the City of Murfreesboro, County of Rutherford, and State of Tennessee, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All buildings and improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(d) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(e) All plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the Property's construction (collectively, the "**Plans and Surveys**");

(f) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(g) Any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property (collectively, the "**Assumed Permits and Licenses**"); and

(h) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the Property's sale ("**Assumed Warranties and Guaranties**").

Notwithstanding anything herein to the contrary, "Property" does not include any commercial fixtures or other property belonging to the Seller at the Property, or any item leased from third parties.

Section 2.02 Excluded Personal Property. Notwithstanding the foregoing, the sale of the Property contemplated by this Agreement shall not include any personal property.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is five million two hundred fifty thousand and 00/100 Dollars (\$5,250,000.00). The Purchase Price shall be payable as follows:

(a) Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Deposit") by Purchaser's certified check or official bank check, subject to collection, made payable to George White, White & Polk, P.C., as escrow agent ("Escrow Agent"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be paid to Seller and credited to the Purchase Price upon the Closing.

(b) The balance of the Purchase Price in the amount of five million one hundred fifty thousand and 00/100 Dollars (\$5,150,000.00) shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than five (5) business days prior to the Closing Date.

Section 3.02 Deposit in Case of Termination. At any time prior to February 11, 2025, Purchaser for any reason or no reason whatsoever, shall be entitled to terminate this Agreement and receive the return of the Deposit without the necessity of Seller consenting to the Escrow Agent's return of the Deposit to the Purchaser, in which case neither party shall have any obligation to the other, except for any obligations which expressly survive the termination or expiration of this Agreement. Notwithstanding any provisions of this Agreement to the contrary, on or after February 11, 2025, if Purchaser has not terminated this Agreement, fifty thousand dollars

(\$50,000.00) of the Deposit shall become non-refundable to Purchaser (except on account of a breach of this Agreement by Seller) but shall be credited toward the Purchase Price if this transaction proceeds to Closing.

ARTICLE IV DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Within five (5) business days after the Effective Date (the "Due Diligence Delivery Date"), Seller shall, if not already made available to Purchaser, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or control: title commitment/policy, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information and utility letters, the Leases and all amendments, property management agreements, rent roll, copies of service contracts, certificates of occupancy, warranties and guaranties, commission agreements, and copies of all correspondence related to the Leases, other similar materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested by Purchaser (collectively, the "Due Diligence Materials"). The Due Diligence Delivery Date shall be extended by one day for each day Seller delays in making the Due Diligence Materials available to Purchaser. Purchaser acknowledges that upon delivery all Due Diligence Materials will become public records subject to disclosure upon request to the extent required by the Tennessee Public Records Act and other applicable law.

Section 4.02 Due Diligence Period. Purchaser shall have a period, commencing on the Effective Date through the date which is sixty (60) calendar days after the Due Diligence Delivery Date (the "Due Diligence Period"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "Inspections"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Escrow Agent shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly

survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by e-mail to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 4.02, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller and any effected Tenant at least two (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. To the extent permitted by Tennessee law, Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. In addition, to the extent allowable under Tennessee law, the City shall release and hold Seller harmless from any third-party claims arising from the City's inspection of the Property,

except to the extent such claims arise from Seller's negligent or greater conduct or are based on a theory of Seller's premises liability.

ARTICLE V CLOSING

Section 5.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place within thirty (30) days of the end of the Due Diligence Period (the "**Closing Date**") at the **INSERT OFFICE**, or at such other place to which the Parties may agree.

Section 5.02 Closing Extension. Purchaser shall be entitled to extend the Closing Date one time for up to sixty (60) calendar days, by delivering written notice to Seller at least two (2) business days prior to the scheduled Closing Date.

Section 5.03 Closing Contingencies. The Closing is contingent upon the following:

- (a) The Purchaser, in its sole discretion, being satisfied that the Seller can convey title to Property at the Closing that is satisfactory to the Purchaser;
- (b) The Purchaser, in its sole discretion, being satisfied that the Property is suitable for use by the Purchaser for its intended purpose; and
- (c) All representations of Seller being true and accurate at the time of the Closing.
- (d) The sale is subject to approval of the Murfreesboro City Schools Board of Education and Murfreesboro City Council.

Section 5.04 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

- (a) One (1) original general warranty deed (the "**Deed**") in substantially the form attached hereto as Exhibit C, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement. The Purchaser shall conduct a survey of the land during the Due Diligence Period and said survey's legal description shall be the description of the Land in the Deed.
- (b) Possession of the Property;
- (c) A bill of sale (the "**Bill of Sale**"), executed by Seller, conveying to Purchaser good and marketable title to the Included Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

(d) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(e) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date.

(f) An original title affidavit in a form reasonably acceptable to the Title Insurance Company.

(g) A written certificate stating that all representations and warranties contained in Section 6.01 and Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder, subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in Article VI and VII, respectively (the "**Bring Down Certificate**").

(h) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller.

(i) All keys, key cards, and access codes to any portion of the Property.

(j) An original assignment and assumption of contracts, warranties, permits, and licenses in substantially the form attached hereto as Exhibit D, executed by Seller and assigning to Purchaser all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(k) An original notice to each vendor under the Assumed Contracts, if required by the terms of such Assumed Contracts.

(l) Evidence of termination of all Service Contracts, except for the Assumed Contracts which Purchaser has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(m) Evidence of termination of any management agreement and payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller due thereunder.

(n) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control

(o) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

(p) Seller acknowledges that it has engaged Belt Family Realty (the "Broker") in connection with this transaction. Seller agrees to be solely responsible for all commissions, fees, or other compensation owed to the Broker as a result of this transaction. Purchaser shall have no obligation or liability to the Broker for any such payments.

Section 5.05 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.07 of this Agreement.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.03 of this Agreement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.06 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) Any state, county, or city transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement;

(ii) One-half of the costs charged by **INSERT OFFICE** including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

- (iii) One-half of Escrow Agent's fees;
- (iv) Any transfer fees charged by the issuer of any letters of credit;
- (v) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;
- (vi) The cost of preparing and obtaining any other releases or other documents necessary for Seller to be able to provide good title; and
- (vii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

- (i) The costs related to an ATLA survey and any other survey or survey update;
- (ii) One-half of the costs charged by **INSERT OFFICE**, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;
- (iii) One-half of Escrow Agent's fees;
- (iv) The cost of preparing and recording the General Warranty Deed;
- (v) Any other fees or costs related to Purchaser's due diligence reviews; and
- (vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

(d) Other closing costs will be paid fifty percent (50%) by the Seller and fifty percent (50%) by the Buyer.

Section 5.07 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

- (a) All real estate taxes based on the fiscal year for which they are assessed and any assessments. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation; however, adjustment shall be made when the actual

tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of Tennessee.

Section 5.08 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.08 and Section 5.07 shall survive the Closing.

ARTICLE VI TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that any title insurance company authorized and licensed to do business in Tennessee (the "**Title Insurance Company**") would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the Exceptions as have been accepted in writing by the City.

Section 6.03 Title.

(a) Within five (5) business days of the Effective Date, Purchaser shall order: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) either an update of an existing ATLA survey or a new ATLA survey of the Property, prepared by a surveyor licensed in the State of Tennessee ("**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently.

(b) Purchaser shall deliver to Seller, and Seller's attorney, in writing (the "**Title Objection Notice**"), any objections to the exceptions to title set forth in the Title Commitment or Purchaser's Survey, other than the Permitted Exceptions (each a "Title Objection," and collectively, hereinafter the "**Title Objections**"), within fifteen calendar (15) days after Purchaser's receipt of the Title Commitment and Survey (or any subsequent update thereof). If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall use commercially reasonable efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the

full Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 6.04(a) to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "**Voluntary Liens**"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "**Monetary Liens**"; and, together with the Voluntary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 11.02(b) and Purchaser shall be entitled to such remedies as are set forth in Section 11.02(b).

(c) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents, warrants and discloses to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is domestic general partnership duly created and subject to and existing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) A list of all Leases affecting the Property on the date of this Agreement is attached to this Agreement as Exhibit B, true, correct, and complete copies of which have been delivered to Purchaser. Seller shall ensure that all current Leases affecting the Property are legally terminated and that all Tenants and occupants vacate the premises no later than February 28, 2025. Anything herein to the contrary notwithstanding, from and after the Effective Date, until this Agreement is terminated or the Closing occurs, Seller shall not enter into, amend, terminate, or grant waivers or concessions under any existing or future leases, contracts, permits and other agreements, to the extent that any obligations affected thereby would be binding on Purchaser after Closing, without Purchaser's prior written consent, which consent shall be in Purchaser's sole and absolute discretion.

(f) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(g) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Each of the Service Contracts can and, at Purchaser's option, shall be terminated by Seller on or before the Closing Date. To the best of Seller's knowledge and belief, Seller has performed all its obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(h) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(i) Seller has or shall deliver or make available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(j) Seller has not placed any, and to the best of Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous

Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(k) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate Purchaser's municipal charter, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the Murfreesboro City Council and Murfreesboro City Schools Board of Education. The individuals executing this

Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller shall deliver a bring down certificate reaffirming the accuracy and truthfulness of each of Seller's representations and warranties in Section 7.01 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Enter into any new Lease, submit or consider any proposal for a new Lease, or extend, amend, or modify any Lease without Purchaser's prior written consent.

(b) Enter into any new agreements with any brokers in connection with any prospective tenants for new leases from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property and the Improvements to be maintained in substantially the same condition as they existed on the Effective Date, consistent with Seller's normal course of business. Seller shall not undertake any new improvements, alterations, or demolition to the Property, except as required by this Agreement. Seller shall also ensure that all personal property, debris, and waste materials are removed from the Property prior to the Closing Date.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate all Service Contracts and property management agreements, except for those Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) which Purchaser elects (in its sole discretion) to assume (the "**Assumed Contracts**"), by written notice to Seller on or before the date that is thirty (30) days before the Closing Date. Notwithstanding the foregoing Seller shall terminate any leasing broker listing agreements for the Property effective as of the Closing.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by

Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking. If prior to the Closing Date any portion of the Property shall be taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("**Purchaser's Termination Notice**") within thirty (30) days from the date Purchaser receives written notice of any such taking. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

Section 9.03 Purchaser Indemnification. The Seller shall indemnify and hold harmless the City from claims that may arise from continuing business operations and other actions by the Seller that will occur following closing to possession.

SECTION X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

- (a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or
- (d) Email transmission provided that such transmission is completed no later than 4:00 p.m. Central Time on a Business Day and the original is also sent by personal

delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name:
Address:
Telephone:
Attention:
Email:

With a copy to:

Name:
Address:
Telephone:
Attention:
Email:

If to Purchaser:

Name: City of Murfreesboro
Address: 111 West Vine Street, Murfreesboro, TN 37130
Telephone: (615) 849-2629
Attention: Darren Gore, City Manager
Email: dgore@murfreesborotn.gov

With a copy to:

Name: City of Murfreesboro Legal Department
Address: 111 West Vine Street, Murfreesboro, TN 37130
Telephone: (615) 849-2662
Attention: Adam Tucker and Roman Hankins
Email: atucker@murfreesborotn.gov; rhankins@murfreesborotn.gov

If to Escrow Agent:

Name: White & Polk, P.C.

Address: 107 West College Street, Murfreesboro TN, 37130

Attention: George White

Email:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

**ARTICLE XI
VIOLATIONS AND REMEDIES**

Section 11.01 Violations. In the event that the Purchaser discovers conditions or circumstances during the course of its due diligence which are unacceptable to the Purchaser (“Objections”), the Purchaser shall promptly notify Seller in writing. If the Purchaser gives notice of an objection, and if Seller cannot or elects not to cure same, the Purchaser may, at its sole option, terminate this Contract and receive a refund of the Deposit within the Due Diligence Period.

Section 11.02 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser’s obligations under this Agreement and the Closing does not occur as a result thereof (a "Purchaser Default"), Seller’s sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser’s Default. Upon payment of the Deposit and any interest earned thereon to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller’s obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a

"Seller Default"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (i) have the right to receive a return of the Deposit; and (ii) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "Purchaser's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property.

(c) Upon the release of the Deposit, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(b) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) business-day period

or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 12.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of

Tennessee; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 12.03 Indemnification of Escrow Agent. To the extent permitted by Tennessee law, Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's negligence or willful misconduct.

Section 12.04 Survival. This Article XII shall survive the Closing or the termination of this Agreement.

ARTICLE XIII BROKERS

Section 13.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Belt Family Realty (the "**Broker**"). Seller acknowledges that it has engaged the Broker in connection with this transaction. Seller agrees to be solely responsible for all commissions, fees, or other compensation owed to the Broker as a result of this transaction. Purchaser shall have no obligation or liability to the Broker for any such payments. To the extent permitted by Tennessee law, Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 13.02 Survival. The provisions of this Article XIII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 14.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 14.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day.

Section 14.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 14.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, provided that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. If an assignee assumes all Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement.

Section 14.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect,

invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 14.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Tennessee and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 14.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 14.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 14.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser. FURTHERMORE, THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNTIL IT HAS BEEN APPROVED BY THE MURFREESBORO CITY COUNCIL.

Section 14.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 14.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery

of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Central Time on such date, provided that such action must be completed by 4:00 p.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF MURFREESBORO, TENNESSEE

OSBORNE ENTERPRISES

By: _____
Name: Shane McFarland
Title: Mayor

By : _____
Name:
Title:

Attest:

Erin Tucker, City Recorder

Approved as to form:

Adam F. Tucker, City Attorney

ESCROW AGENT:
White & Polk, P.C.

By: _____
Name: George White

SCHEDULES AND EXHIBITS

EXHIBITS

<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Schedule [NUMBER]</u>	[TITLE]
<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Leases affecting the Property at Effective Date
<u>Exhibit C</u>	General Warranty Deed
<u>Exhibit D</u>	Assignments of Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties

Agenda Item Title: Special Education Integrated PreK Funding Resolution

Board Meeting Date: December 10, 2024

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Public school districts are statutorily required, by State and federal law, to provide a preschool special education program for eligible students beginning at age three. The law also includes a requirement that school districts educate non-disabled peers alongside children with disabilities in an inclusive setting whenever appropriate. Despite these requirements, the funding necessary to support the provision of special education services for preschool-aged children is not currently allocated within the Tennessee Investment in Student Achievement (TISA) formula, creating a significant financial burden on local school districts and an unfunded mandate.

The proposed resolution requests the General Assembly and TN Department of Education to amend the TISA formula to include specific funding allocations for special education preschool students. If approved, the resolution will be signed and delivered to the Governor, Lieutenant Governor, Speaker of the House and members of the General Assembly.

Staff Recommendation

Approve the resolution requesting special education preschool students be added to the TISA funding formula.

Fiscal Impact

In FY24, MCS received \$313,036 in federal and state grant funding for this program. Personnel expenses alone were over \$2,200,000.

Connection to MCS's Five-Year Strategic Plan

Known: Every student will be *known* through whole-child programs and support.

Safe: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**RESOLUTION OF THE MURFREESBORO CITY SCHOOLS BOARD OF
EDUCATION REQUESTING FUNDING FOR SPECIAL EDUCATION
PRESCHOOL STUDENTS THROUGH THE TENNESSEE INVESTMENT IN
STUDENT ACHIEVEMENT (TISA) FORMULA**

WHEREAS, Murfreesboro City Schools Board of Education recognizes the importance of providing high-quality early intervention services to preschool-aged children with disabilities, in compliance with the Individuals with Disabilities Education Act (IDEA) and applicable Tennessee laws;

WHEREAS, school districts are statutorily required, by State and federal law, to provide a preschool special education program which also includes a requirement that school districts educate non-disabled peers alongside children with disabilities in an inclusive setting whenever appropriate;

WHEREAS, despite these requirements, the funding necessary to support the provision of special education services for preschool-aged children is not currently allocated within the Tennessee Investment in Student Achievement (TISA) formula, creating a significant financial burden on local school districts and an unfunded mandate;

WHEREAS, the Tennessee Investment in Student Achievement (TISA) formula is designed to equitably allocate state educational funds based on the needs of students and the costs of providing essential educational services; and,

WHEREAS, the inclusion of funding for special education preschool students within the TISA formula would provide essential resources to support these students, reduce the financial strain on local school districts, and promote equitable educational outcomes across the State;

NOW, THEREFORE, BE IT RESOLVED, the Murfreesboro City Schools Board of Education respectfully requests the Tennessee General Assembly and the Tennessee Department of Education to amend the TISA formula to include specific funding allocations for special education preschool programs, recognizing the critical importance of early intervention and support for this population.

BE IT FURTHER RESOLVED, the Murfreesboro City Schools Board of Education strongly urges the prioritization of funding for special education preschool programs within the TISA formula over funding for school education savings account programs, voucher programs or other private school funding mechanisms.

BE IT FURTHER RESOLVED, the Board affirms its commitment to providing high-quality educational services to all students, including those with disabilities, and emphasizes the necessity of adequate State funding to fulfill this commitment effectively.

BE IT FURTHER RESOLVED that copies of this Resolution shall be transmitted to the Governor of Tennessee, members of the Tennessee General Assembly, the Commissioner of Education, and other relevant stakeholders to underscore the urgency of this matter.

ADOPTED this 10th day of December, 2024, by the Murfreesboro City Schools Board of Education.

MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION

Butch Campbell, Chair

Bobby N. Duke III, Director of Schools

Amanda Moore, Vice Chair

Jeanette Price

Karen Dodd

Jimmy Richardson, III

Barbara Long

David Settles

COMPARISON OF BUDGET TOTALS
July 1, 2024 Through October 31, 2024

TOTAL INCOME	7/1/24 - 10/31/24	\$	25,781,091
TOTAL EXPENSES	7/1/24 - 10/31/24		30,051,414
			<hr/>
	NET INCOME	10/31/24	\$
			(4,270,323)
			<hr/> <hr/>

OCTOBER 2024

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	159,428	(14,840,572)	1.1%	15,000,000	236,079	(14,763,921)	1.6%
2	40210-Local Option Sales Tax	14,300,000	2,868,092	(11,431,908)	20.1%	16,700,000	3,054,085	(13,645,915)	18.3%
3	40000-41110-Other County Rev	1,761,800	414,669	(1,347,131)	23.5%	1,972,000	366,300	(1,605,700)	18.6%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	271,678	(904,248)	23.1%	711,547	545,950	(165,597)	76.7%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 32,237,726	\$ 3,713,868	\$ (28,523,858)		\$ 34,383,547	\$ 4,202,415	\$ (30,181,132)	
5	46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	17,765,923	(42,226,114)	29.6%	63,477,651	18,950,309	(44,527,342)	29.9%
7	46515-Early Childhood Ed. (VPK Grant)	1,326,895	171,555	(1,155,340)	12.9%	1,500,605	-	(1,500,605)	0.0%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46610-Career Ladder Program	57,146	36,640	(20,506)	64.1%	51,000	-	(51,000)	0.0%
10	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	768,542	-	(768,542)	0.0%	150,000	-	(150,000)	0.0%
	<i>SUBTOTAL STATE REVENUES</i>	\$ 64,090,429	\$ 17,974,119	\$ (46,116,310)		\$ 65,305,956	\$ 18,950,309	\$ (46,355,647)	
13	47000- Federal Funds	274,582	-	(274,582)	0.0%	24,000	-	(24,000)	0.0%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 274,582	\$ -	\$ (274,582)		\$ 24,000	\$ -	\$ (24,000)	
14	49100-49800 Insurance Recovery/Indirect Costs	460,000	21,078	(438,922)	4.6%	195,000	-	(195,000)	0.0%
15	49810-City of Murfreesboro Allocation	7,885,103	2,628,368	(5,256,735)	33.3%	7,885,103	2,628,368	(5,256,735)	33.3%
16	49820-City TN All Corp Grant	165,435	-	(165,435)	0.0%	156,000	-	(156,000)	0.0%
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,510,538	\$ 2,649,446	\$ (5,861,092)		\$ 8,236,103	\$ 2,628,368	\$ (5,607,735)	
	TOTAL REVENUES	\$ 105,113,275	\$ 24,337,432	\$ (80,775,843)	23.2%	\$ 107,949,606	\$ 25,781,091	\$ (82,168,515)	23.9%

YEAR-TO-DATE EXPENDITURE COMPARISON

OCTOBER 2024

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	14,501,290	(42,747,745)	25.3%	59,643,455	\$ 15,429,208	(44,214,247)	25.9%
2	71200-Sp. Ed. Instruction	12,674,470	2,918,394	(9,756,076)	23.0%	13,434,803	3,311,990	(10,122,813)	24.7%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	39,654	(121,311)	24.6%	180,600	60,338	(120,262)	33.4%
5	72120-Health Services	1,098,216	227,951	(870,265)	20.8%	1,214,210	259,973	(954,237)	21.4%
6	72130-Guidance	3,623,785	1,016,978	(2,606,807)	28.1%	4,185,125	1,135,682	(3,049,443)	27.1%
7	72210-Reg. Instr. Support	2,548,064	735,925	(1,812,139)	28.9%	2,699,349	874,685	(1,824,664)	32.4%
8	72220-Sp. Ed. Support	1,999,863	475,301	(1,524,562)	23.8%	2,087,055	579,016	(1,508,039)	27.7%
9	72250-Technology	2,674,265	956,754	(1,717,511)	35.8%	2,568,810	1,007,531	(1,561,279)	39.2%
10	72310-Bd. Of Education	1,966,681	912,677	(1,054,004)	46.4%	2,051,595	993,472	(1,058,123)	48.4%
11	72320-Office of Supt.	440,109	127,469	(312,640)	29.0%	471,438	143,094	(328,344)	30.4%
12	72410-Office of Principal	5,703,089	1,624,015	(4,079,074)	28.5%	6,020,570	1,756,358	(4,264,212)	29.2%
13	72510-Fiscal Services	886,045	320,754	(565,291)	36.2%	861,755	322,886	(538,869)	37.5%
14	72520-Personnel Services	594,415	202,958	(391,457)	34.1%	596,835	210,398	(386,437)	35.3%
15	72610-Oper. Of Plant	6,402,482	1,558,008	(4,844,474)	24.3%	6,327,847	1,400,164	(4,927,683)	22.1%
16	72620-Maint. Of Plant	4,608,543	881,307	(3,727,236)	19.1%	3,240,580	835,406	(2,405,174)	25.8%
17	72710-Pupil Transp.	4,544,354	972,661	(3,571,693)	21.4%	5,096,885	1,248,222	(3,848,663)	24.5%
18	73300-Community Service	522,655	121,619	(401,036)	23.3%	495,605	129,653	(365,952)	26.2%
19	73400-Early Childhood Educ.	1,108,368	261,829	(846,539)	23.6%	1,142,547	279,230	(863,317)	24.4%
20	76100-Reg. Cap. Outlay	171,872	54,450	(117,422)	31.7%	222,919	11,906	(211,013)	5.3%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	62,204	(155,406)	28.6%	217,601	62,204	(155,397)	28.6%
	TOTALS	109,194,886	27,972,197	\$ (81,222,689)	25.6%	112,759,584	30,051,414	\$ (82,708,170)	26.7%

Human Resources Personnel Report 10/24/2024 - 12/03/2024

Certified Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>
May	Amanda	10/29/2024	SC	1st Grade Teacher
Black	Jenie	10/28/2024	SA	5th Grade Teacher
Degnan	Sicily	11/15/2024	DS	2nd Grade Teacher
Fisher	Emily	11/18/2024	ESE	1st Grade Teacher
Tasher	Thomas	11/21/2024	CLA	6th Grade Teacher
Basden	Madison	12/2/2024	SC	1st Grade Teacher
Leal	Brittany	12/2/2024	HG	4th Grade Teacher
Bernstein	Rachel	12/2/2024	BR	1st Grade Teacher

Certified Interims

<u>Last Name</u>	<u>First Name</u>	<u>Interim Dates</u>	<u>Location</u>	<u>Position</u>	<u>Replacing/For</u>
Weeks	Angelia	10/28 - 3/18	BF	1st Grade Teacher	Tiara Battle
Jackson	Peggy	10/30 - 12/20	SC	Intervention	Jessica Jacobs
Allen	Lettie	11/6 - 3/21	OCE	2nd Grade Teacher	Kyndal Noe
Johnson	Diane	11/8 - 3/26	HG	4th Grade Teacher	Kelsey Curtis
Pierce	Daniel	11/18 - 12/20	MNS	SPED Teacher	multiple

Classified New Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>	<u>Notes</u>
Winfree	Maria	10/21/2024	CO	HR Assistant	PT to FT
Womack	Ryan	10/28/2024	CO	Technology Security Administrator	
Joseph	Amira	10/31/2024	SA	SPED EA	Sub to FT
Wisdom	Paul	11/4/2024	SHOP	Bus Driver	
Mudrack	Breinne	11/4/2024	SC	SPED EA	Sub to FT
Eatherly	Lauren	11/8/2024	LS	LITTLE SPROUTS FT ASST	PT to FT
Al Jammal	Amani	11/12/2024	SC	TNALL CORP EA	Sub to FT
Balachandran	Sara	11/18/2024	MNS	EA	
Vierke	Raven	11/19/2024	ESE	IPK EA	
Smith	April	12/2/2024	OCE	SPED EA	
Shaw	Candace	12/3/2024	SA	SPED EA	

Human Resources Personnel Report 10/24/2024 - 12/03/2024 - CONTINUED

Certified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>	<u>Tenure Y/N</u>
Ramirez	Kristen	10/18/2024	SA	ESL Teacher	N
Bailey	Christine	10/31/2024	CLA	Interim 6th Grade	N
Wolfe	Stephanie	11/11/2024	BR	1st Grade Teacher	N
Black	Melinda	11/22/2024	HG	4th Grade Teacher	N
Lambert	Teresa	11/22/2024	SC	1st Grade Teacher	Y
Dinicolangelo	Owen	11/22/2024	JP	SPED Teacher	N

Classified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>
Patrick	Dustin	10/23/2024	CO	Technology Security Administrator
Raye	Hailey	10/25/2024	CO	HR Assistant
Mire	Abby	10/29/2024	SC	EA
Fitsgerald	Kadi	11/1/2024	SA	SPED EA
Martinez	Crystal	11/1/2024	JP	Caf Asst Manager
Hudson	Brittany	11/1/2024	LS	Little Sprouts FT Asst
Scott	Ethan	11/5/2024	NF	EA
Weakley	Natalie	11/8/2024	LS	Little Sprouts FT Asst
Spivey	Tatonna	11/19/2024	DS	Caf Asst Manager

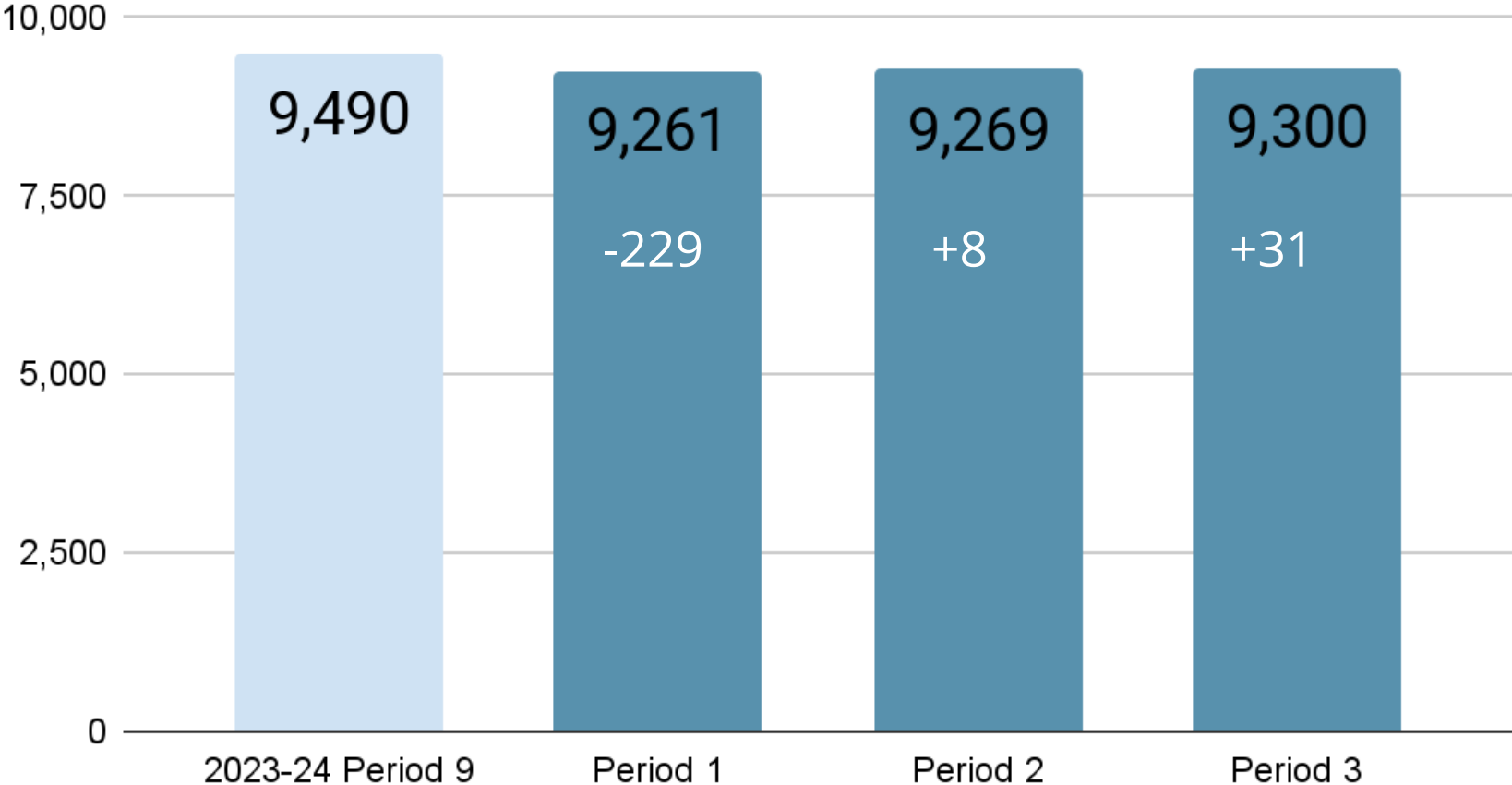
Period 5

Enrollment Update

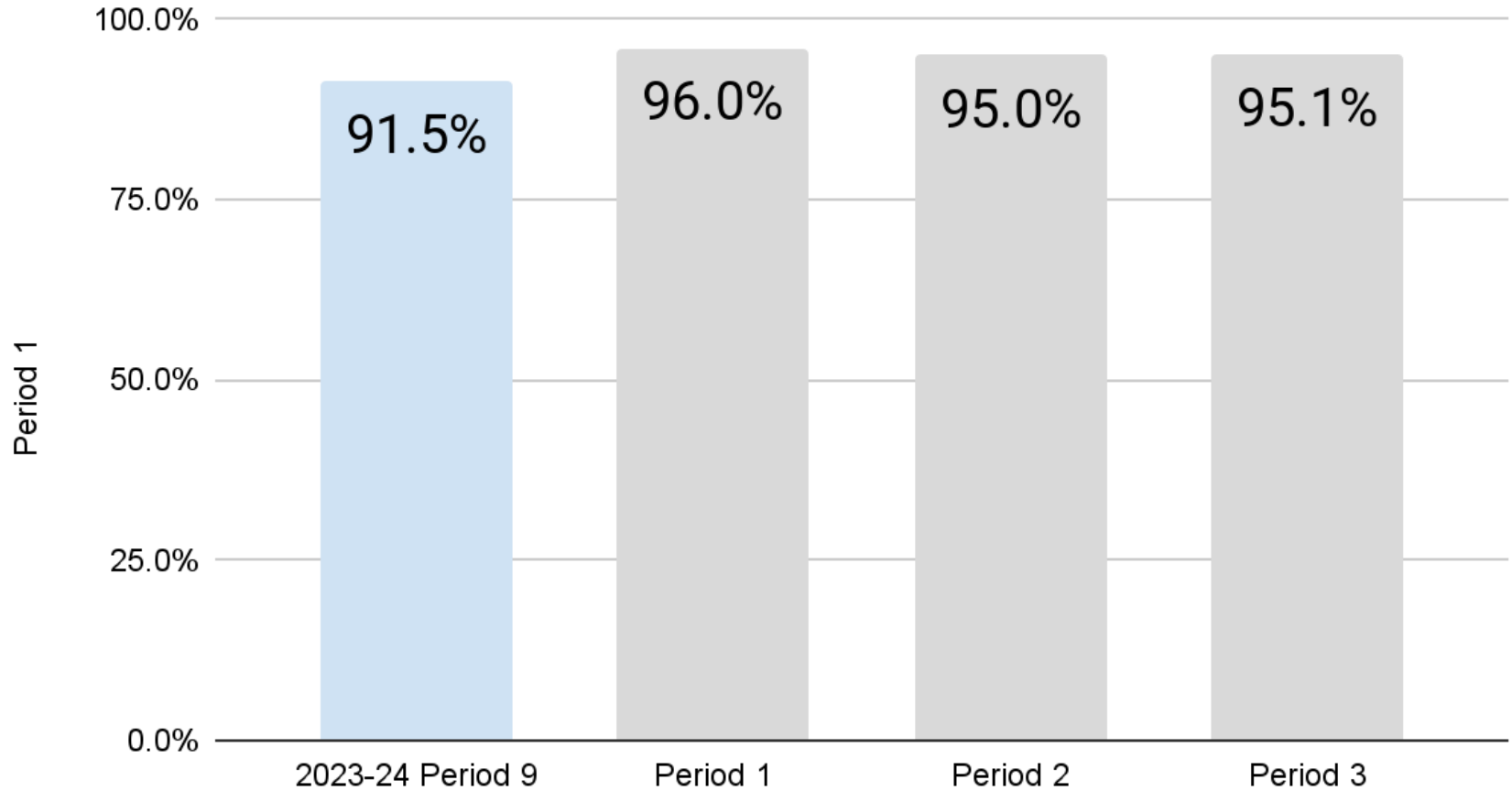
October 04, 2024 - November 11,
2024



Enrollment for Pre-Kindergarten Through Grade 6

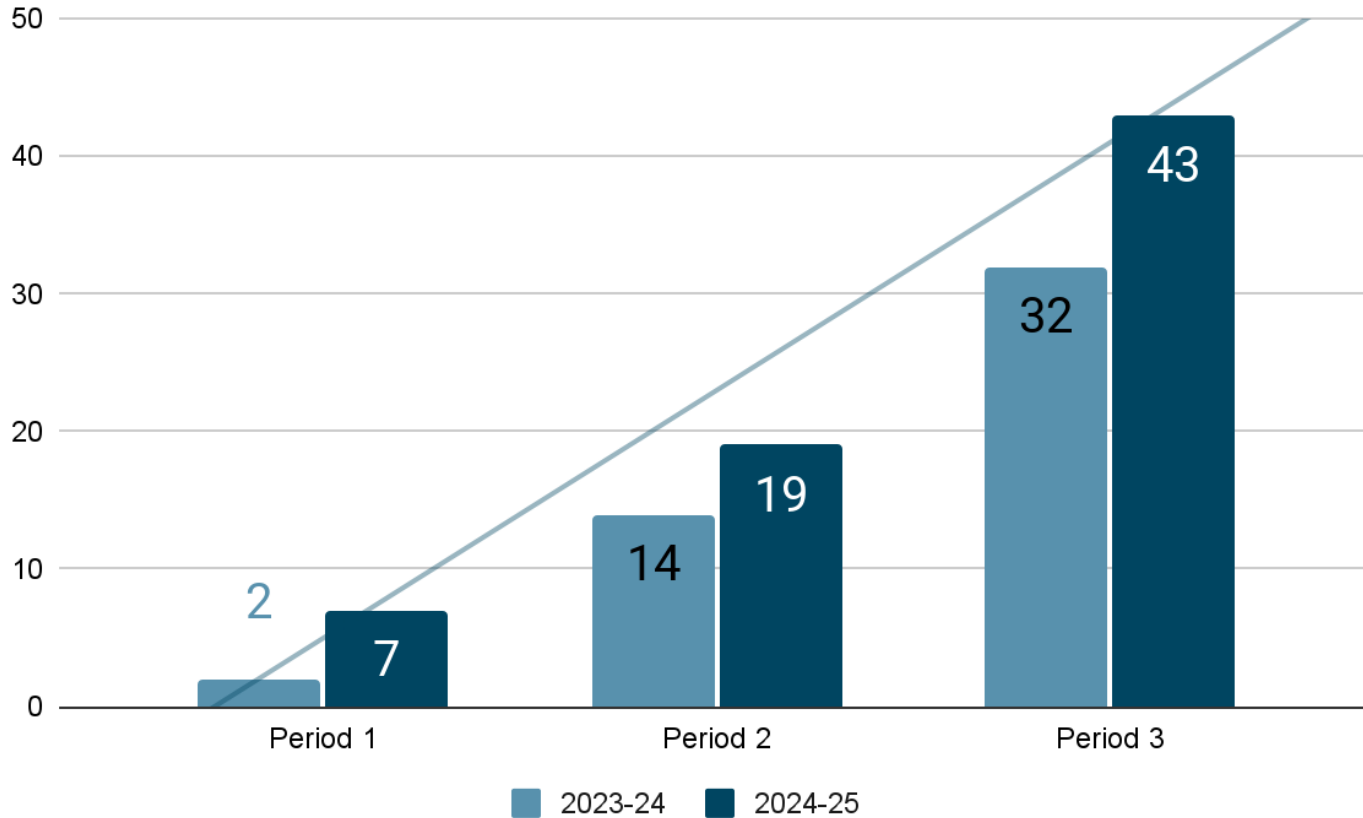


Average Daily Attendance Rate



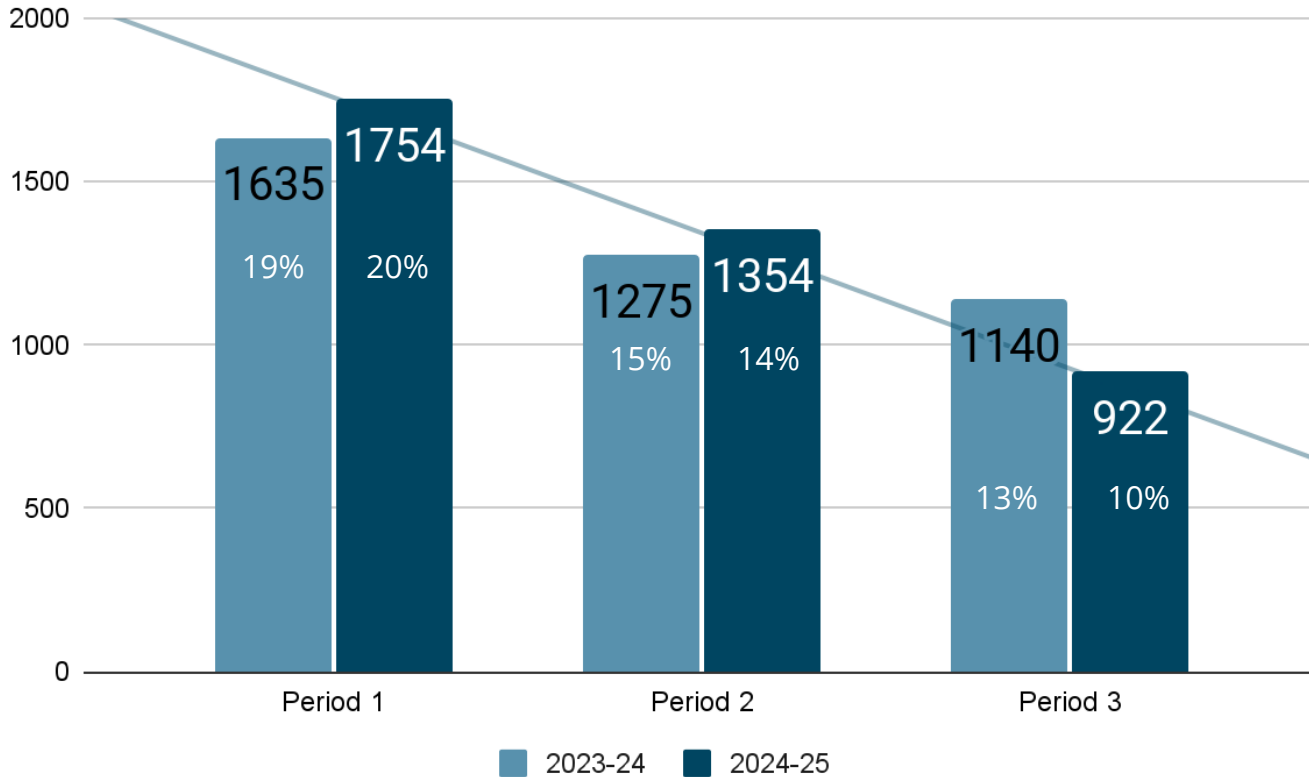
Truancy

10+ Days Unexcused Absences



Chronic Absenteeism

Missing 10% or more (Excused and Unexcused)

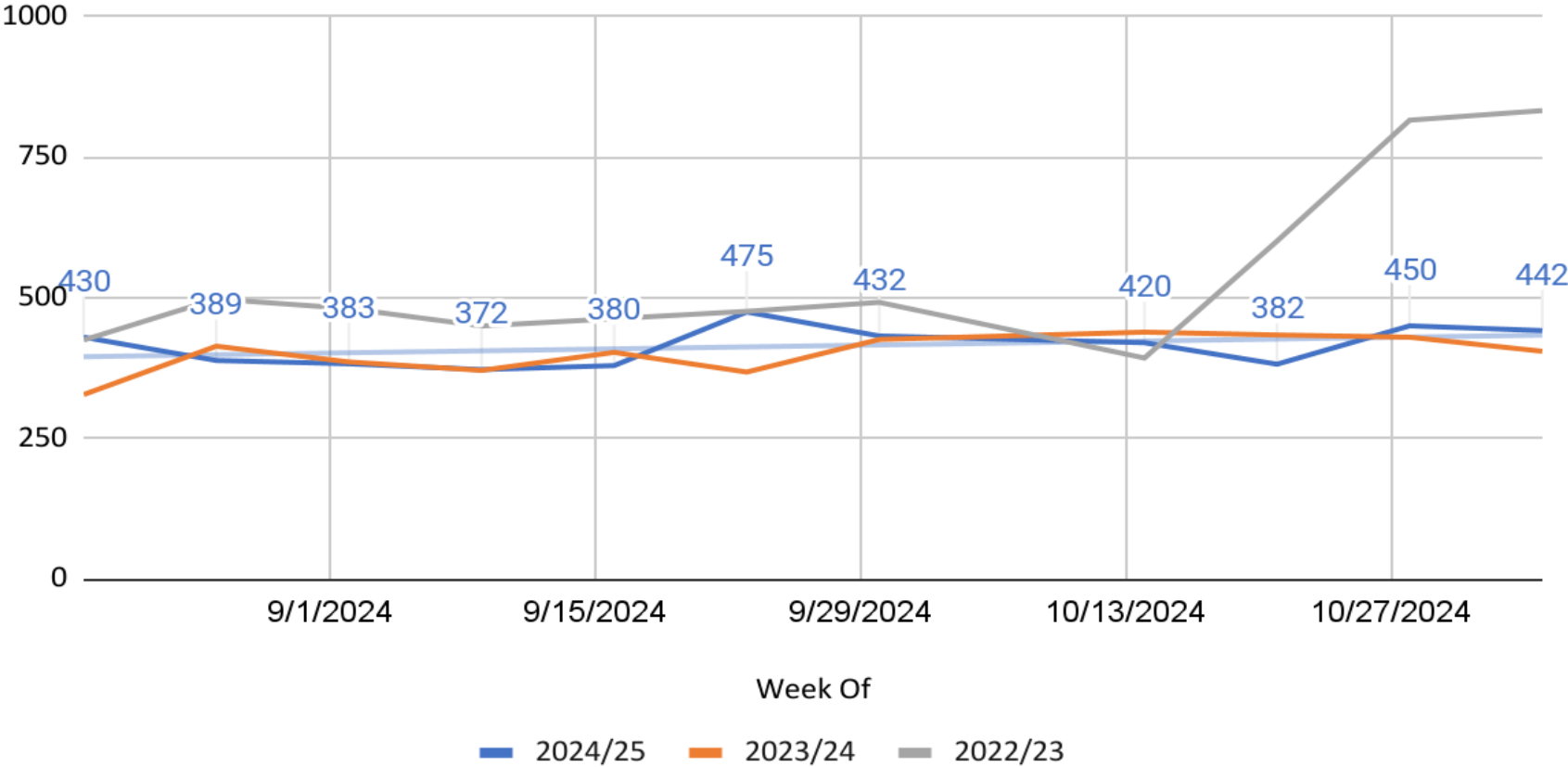


Period 3 Enrollment and Attendance Summary

10/04/24 - 11/11/24

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from Previous Period
Kindergarten through 3rd Grade	5,586	301	18.56	+0.04
4th Grade through 6th Grade	3,077	163	18.88	+0.09
District Totals	8,663	464	18.67	+0.09

Period 3: Three-Year Comparison: Average Daily Absences



Questions



Enrollment Period 3 - 10/04/2024 - 11/11/2024

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 2
Black Fox	813	40			29			882	(5)
Bradley	334							334	0
Cason Lane	676	80	42	21	32			851	8
Discovery	390							390	(1)
Erma Siegel	799		15	12	21		2	849	5
Hobgood	642				13			655	(2)
John Pittard	728	40	12	12	27			819	(3)
Mitchell-Neilson	543	40	12	11		22		628	14
Northfield	610	39	7	6	25			687	0
Overall Creek	928				17			945	13
Reeves-Rogers	353				11			364	(14)
Salem	935				20			955	11
Scales	912				29			941	5
								9300	31

Totals	8663	239	88	62	224	22	2	9300
---------------	-------------	------------	-----------	-----------	------------	-----------	----------	-------------

K-6 PS PS PS
 Gen Ed VPK SpEd Peers
 Total

TISA Funded	8663				224	22	2	8911
Non-TISA Funded		239	88	62				389

Total Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9490
Growth from 23-24 to 24-25 ---	-190

TISA Funded Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9064
Growth from 23-24 to 24-25 ---	-153

TISA Funded Growth by Reporting Period	
Period 3 2023-2024 -----	9007
Growth from 23-24 to 24-25 ---	-96

Average Attendance Percentage	
95.1%	

PTR Period 3 - 10/04/2024 - 11/11/2024

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6	Gain/Loss from Per 2
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio		
Black Fox	141	7	20.14	117	6	19.50	111	6	18.50	150	8	18.75	519	27	19.22	104	6	17.33	101	5	20.20	89	4	22.25	294	15	19.60	813	(9)
Bradley	49	3	16.33	47	3	15.67	54	3	18.00	46	3	15.33	196	12	16.33	43	3	14.33	53	3	17.67	42	2	21.00	138	8	17.25	334	0
Cason Lane	107	6	17.83	111	6	18.50	127	7	18.14	109	6	18.17	454	25	18.16	88	5	17.60	104	6	17.33	30	2	15.00	222	13	17.08	676	4
Discovery	60	3	20.00	59	3	19.67	60	3	20.00	60	3	20.00	239	12	19.92	65	3	21.67	66	3	22.00	20	1	20.00	151	7	21.57	390	(1)
Erma Siegel	123	7	17.57	129	7	18.43	125	7	17.86	158	8	19.75	535	29	18.45	127	6	21.17	137	7	19.57				264	13	20.31	799	7
Hobgood	96	5	19.20	113	6	18.83	101	5	20.20	90	5	18.00	400	21	19.05	105	5	21.00	83	4	20.75	54	3	18.00	242	12	20.17	642	(2)
John Pittard	90	5	18.00	115	7	16.43	121	6	20.17	119	6	19.83	445	24	18.54	108	6	18.00	116	6	19.33	59	3	19.67	283	15	18.87	728	(4)
Mitchell-Neilson	91	5	18.20	77	5	15.40	100	5	20.00	79	4	19.75	347	19	18.26	83	5	16.60	77	4	19.25	36	2	18.00	196	11	17.82	543	10
Northfield	99	5	19.80	97	5	19.40	98	5	19.60	99	6	16.50	393	21	18.71	80	5	16.00	103	5	20.60	34	2	17.00	217	12	18.08	610	(1)
Overall Creek	131	7	18.71	162	8	20.25	151	8	18.88	172	9	19.11	616	32	19.25	157	8	19.63	155	8	19.38				312	16	19.50	928	13
Reeves-Rogers	76	4	19.00	58	4	14.50	50	3	16.67	56	3	18.67	240	14	17.14	54	4	13.50	59	3	19.67				113	7	16.14	353	(13)
Salem	146	8	18.25	126	7	18.00	153	8	19.13	168	8	21.00	593	31	19.13	149	8	18.63	156	8	19.50	37	2	18.50	342	18	19.00	935	11
Scales	141	8	17.63	142	8	17.75	160	9	17.78	166	9	18.44	609	34	17.91	133	8	16.63	170	8	21.25				303	16	18.94	912	3
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade										
	1350	73	18.49	1353	75	18.04	1411	75	18.81	1472	78	18.87	1296	72	18.00	1380	70	19.71	401	21	19.10							8663	18
																											Total K-6		

Regular Education PTR			
Kindergarten thru Third Grade -----	5586	301	18.56
Fourth Grade thru Sixth Grade -----	3077	163	18.88
District Totals	8663	464	18.67

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	1	-	1	-	3	1		5		6		9		16		20		22
Bradley	1	-	1	1	3	1		1		1		5		7		9		12
Cason Lane	1	-	2	1	5	4		6		18		29		55		65		87
Discovery	-	-	-	-	-	-		-		1		-		1		1		1
Erma Siegel	-	-	-	-	-	-		1		5		7		15		21		32
Hobgood	-	-	1	1	2	-		7		15		20		33		41		64
John Pittard	3	1	7	2	14	6		14		28		40		58		74		103
Mitchell-Neilson	-	-	-	-	4	3		12		21		25		42		54		85
Northfield	1	-	1	2	1	3		3		4		5		11		21		43
Overall Creek	-	-	-	4	-	2		2		4		4		4		6		14
Reeves-Rogers	-	1	2	2	3	6		10		18		20		24		39		53
Salem	-	-	4	1	7	4		10		21		35		54		69		86
Scales	-	-	-	-	1	2		4		7		7		13		23		45
Total Students	7	2	19	14	43	32	0	75	0	149	0	206	0	333	0	443	0	647

Chronic Absenteeism = missing 10% or more (Excused and Unexcused)

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	161	170	132	129	87	97		100		98		91		91		86		73
Bradley	63	75	39	49	28	38		29		32		34		33		29		26
Cason Lane	146	161	134	113	84	100		103		109		93		100		96		86
Discovery	51	30	32	16	19	10		14		16		12		10		8		5
Erma Siegel	107	109	72	71	37	55		47		49		58		49		44		38
Hobgood	152	151	116	119	76	130		123		133		121		123		117		108
John Pittard	168	142	117	112	85	101		100		95		91		97		96		81
Mitchell-Neilson	167	136	140	120	109	117		116		114		107		109		99		90
Northfield	132	126	94	113	62	89		73		78		72		71		72		70
Overall Creek	153	163	111	111	82	92		95		93		74		69		61		49
Reeves-Rogers	105	78	84	67	73	66		67		68		66		60		56		53
Salem	162	141	120	114	79	107		97		95		94		99		91		79
Scales	187	153	163	141	101	138		133		129		115		117		109		93
District Total	1754	1635	1354	1275	922	1140	-	1097	-	1109	-	1028	-	1028	-	964	-	851
Internal %	20%	19%	15%	14%	10%	13%	-	12%	-	13%	-	12%	-	12%	-	11%	-	10%