



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
ACCESS CONTROL**

RFP # 32101-2023-002

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1. INTRODUCTION

The State of Tennessee, Department of General Services, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

Procurement to support State of Tennessee Real Estate Asset Management (STREAM) with an electronic Access Control System, including parts and maintenance, utilized in Facilities Revolving Fund (FRF) properties to provide needed security levels.

- 1.1.2. Pursuant to Tenn. Code Ann. § 12-3-305(c), the State estimates the maximum liability of this Contract not to exceed seven million dollars (\$7,000,000.00) over sixty (60) months. The Department of General Services will reimburse up to five million dollars (\$5,000,000.00) for parts, materials, supplies and equipment for use in accordance with the Contract and a State approved Statement of Work (SOW). The Cost Proposal does not require parts to be included.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32101-2023-002

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Karen Conway | Sourcing Account Specialist
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 p. 615-507-6211
Karen.Conway@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/governor-s-office-of-diversity-business-enterprise-godbe-/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
 Department of General Services, CPO
 312 Rosa L. Parks Ave., 3rd Floor Tennessee Tower
 Nashville, TN 37243-1102
 p. 615-741-1035
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/supplier-information/request-for-proposals-rfp-opportunities1.html>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **MANDATORY Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is MANDATORY. A representative for the Respondent MUST identify themselves either telephonically or via a sign-in sheet if the Respondent attends in person.

The conference will be held at:

Tennessee Tower, 3rd Floor
Conference Room K
312 Rosa L. Parks Ave.
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		October 31, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	November 3, 2023
3. MANDATORY Pre-response Conference	2:00 p.m.	November 15, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 17, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	November 22, 2023
6. State Response to Written "Questions & Comments"		December 5, 2023
7. Response Deadline	2:00 p.m.	December 14, 2023
8. State Completion of Technical Response Evaluations		January 5, 2023
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 8, 2023
10. Negotiations	4:30 p.m.	January 9-12, 2023
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 17, 2023
12. End of Open File Period		January 24, 2023
13. State sends contract to Contractor for signature		January 26, 2023
14. Contractor Signature Deadline	2:00 p.m.	January 30, 2023

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #32101-2023-002 TECHNICAL RESPONSE ORIGINAL"

and One (1) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 32101-2023-002 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #32101-2023-002 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #32101-2023-002 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #32101-2023-002 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32101-2023-002 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32101-2023-002 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32101-2023-002 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Karen Conway | Sourcing Account Specialist
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 p. 615-507-6211
 Karen.Conway@tn.gov

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2 The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3 The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4 The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5 Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6 If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 32101-2023-002 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide certification from Open Options that Respondent is a certified dealer of Open Options DNA Fusion.	
	A.6.	Provide a copy of Respondent's current State of Tennessee Alarm Contractor's License.	
	A.7.	Respondent's representative attended the mandatory Pre-response Conference.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for all Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's requirements. Please see RFP Attachment 6.6 Pro Forma Contract, section A, Scope.		7	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's timeline.		5	
	C.4.	Provide a narrative that lists the physical locations of the Respondent and those of any Subcontractors identified in B.14. and describe how they would be utilized to service all Facility Revolving Fund (FRF) State locations found in Pro Forma Contract Attachment B within the stated timeframes in Pro Forma contract sections A.12 and A.13.		5	
	C.5.	Provide a narrative of presently supported access control software platforms and current partnership level with each. Please provide years of experience with each supported platform.		5	
	C.6.	Provide a narrative of custom reporting built with the Open Options DNAfusion application and any custom reports respondent has developed using data from Open Options DNAfusion application.		11	
	C.7.	Provide a narrative of integration experience in bringing other systems, application data and or triggers into Open Options DNAfusion and detail what the integration requirements were and the end result and stability of the integration.		11	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8.	Provide a narrative of visitor entry systems you are able to support and have integration capability with Open Options DNAfusion.		7	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			X 50 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Technician Regular Time Monday – Friday 7AM-5PM CST, Excluding official State holidays	\$ / HR	18000	
Technician Helper Regular Time Monday – Friday 7AM-5PM CST, Excluding official State of Tennessee holidays	\$ / HR	6000	
Technician Emergency Support Response Time	\$ / HR	500	
Technician Helper Emergency Support Response Time	\$ / HR	100	
Trip Charge Region 1	\$ / EA	200	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Trip Charge Region 2	\$ / EA	200	
Trip Charge Region 3	\$ / EA	500	
Trip Charge Region 4	\$ / EA	200	
Emergency Trip Charge Region 1	\$ / EA	125	
Emergency Trip Charge Region 2	\$ / EA	200	
Emergency Trip Charge Region 3	\$ / EA	125	
Emergency Trip Charge Region 4	\$ / EA	75	
Owned Special Equipment (bucket truck/lift)	\$ / Day	150	
<p align="center">EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	$=$ SCORE:
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in geographical size and scope to the services required by this RFP; and
- two (2) completed contracts that are similar in geographical size and scope to the services required by this RFP within the last five (5) years.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 32101-2023-002".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32101-2023-002 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
Karen Conway, Karen.Conway@tn.gov

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

(5) **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

(6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 32101-2023-002 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of General Services ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Access Control, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. Access Control - Restricting entrance to property, buildings, rooms to only authorized personnel.
- b. Authorized Representative – A State employee who has the authority to request work or approve any SOW issued under this Contract.
- c. Non-Standard Parts – Any parts not included on the Standard Parts list.
- d. Open Options Access Control, DNA Fusion – Current software package the State uses for access control.
- e. Statement of Work (SOW) – A legally binding document that captures and defines all the work management aspects of a specific project. SOW's must be approved by the Authorized Representative before any work begins.
- f. Standard Parts – Parts that are necessary for a typical installation project. Please refer to Contract Section A.6.
- g. Structured Query Language (SQL) - A Standard language for database creation and manipulation.
- h. Technician – A worker certified by software manufacturer.
- i. Technician Helper – A worker who does not have specific certifications but will provide manual labor and assistance to Technicians.
- j. Trip Charge - To be included by the Contractor in a SOW as a separate line item. A trip Charge is the applicable regional rate in Contract Section C.3.b. for a round-trip to and from the SOW's listed job address. Refer to Attachment C – Regional Map of Tennessee.
- k. Video Management System (VMS) – A system that orchestrates a surveillance workflow by integrating with cameras, encoders, recording systems, underlying storage infrastructure, client workstations, gateway systems and analytics software, mainly by providing a single interface for video surveillance infrastructure management.

A.3. The Contractor shall provide support for Open Options Access Control platform. Support includes product upgrades, maintenance releases, and/or software patches for Open Option Access Control platform.

A.4. The Contractor shall be a certified dealer for Open Options DNAfusion suite of software. The Contractor shall also be certified at industry standard levels with Open Option Access Control.

- A.5. The Contractor shall provide programmatic support to be able to modify Open Options DNAfusion 8.x or greater to suit the needs of the State. Examples include but are not limited to:
- a. The Contractor shall write scripts and or macros for the system at the State's direction.
 - b. The Contractor shall build custom and specific reports for the State's needs.
 - c. The Contractor shall program alarms and or triggers that apply globally or site specific.
 - d. The Contractor shall have expertise in SQL to build custom queries as directed by the State.
 - e. The Contractor shall create live occupancy reporting with State directed parameters and data requirements.
 - f. The Contractor shall integrate video and vehicle entry access devices (roll up doors and/or gate arms) into the access control system.
- A.6. The Contractor shall be able to access and install both Standard Parts and Non-Standard Parts. The Contractor shall seek approval from an Authorized Representative for any equivalent Standard Part. Standard Parts shall include the following:
- a. Open Options Client License for PC
 - b. Open Options 10 Sub Controller License
 - c. Open Options 20 Sub Controller License
 - d. Open Options typical Mercury 1502
 - e. Open Options typical Mercury MR52
 - f. Open Options typical Mercury Input Board
 - g. Open Options typical Mercury Output Board
 - h. Open Options DNA Photo Badging Station. Camera included.
 - i. Life Safety Power 4M 12/24v Power Supply Mercury Controller (8 doors)
 - j. Life Safety Power 8M 12/24v Power Supply Mercury Controller (16 doors)
 - k. 7Ah Battery
 - l. HID iclass SE RP40
 - m. HID iClass SE RP10
 - n. HID iclass se RK40
 - o. Commscope Uniprise Plenum Cat6 (Green)
 - p. Access Control Composite Cable 1000 Foot Roll
 - q. 75ft. Roll of Velcro
 - r. 100pk RJ45-EZ
 - s. Cat6 patch cable
 - t. Typical no cut cylindrical strike (HES 5xxx/6xxx/7xxx/8xxx series locks or equivalent)
 - u. Typical mortise strike (HES 5xxx/6xxx/7xxx/8xxx series locks or equivalent)
 - v. Typical single leaf mag lock
 - w. Typical double leaf mag lock
 - x. Typical power transfer hinge (ABH PT1000/PT200 or equivalent)
 - y. Speed Gate Turnstile (Boon Edam or equivalent)
- A.7. The Contractor shall maintain an active and in good standing alarm contractor's license from the State of TN for the duration of the Contract Term.
- A.8. The Contractor shall tie together access control with the State's Video Management System (VMS) as needed. The Contractor shall be able to initiate/receive triggers to bring up video, incorporate site maps, and/or floor layout graphics to work with VMS.
- A.9. All installations, replacements, upgrades, additions, retrofits or other service work under this Contract requires the Contractor to provide a written Statement of Work (SOW), including a quote which must be approved by an Authorized Representative of the State before any work begins. (See A.21.)
- a. Each SOW shall consist of project-specific activities, deliverables, and timelines for services being provided, including, but not limited to:
 1. Project overview.
 2. Written Cost Estimate.
 3. Number of Contractor personnel required for the job.

4. Proposed schedule.
 5. Bill of materials with detailed line-item costs.
 6. Specific physical address of job.
 7. Quotes shall be valid for a minimum of a thirty (30) day period.
- A.10. The Contractor shall have a service support ticketing system for the State to capture all service work performed. The State shall own all data entered and can request the full data at any time. The system shall track contractor time onsite (check in/check out) and have reporting features to support billed charges based on scan in/scan out data or physical sign in sheets.
- A.11. The Contractor shall have a scheduling system available for the State to view and utilize that has work identified and scheduled for:
- a. New Installs.
 - b. Retrofits.
 - c. Service work.
- A.12. Standard System Support Response Time.
- a. The Contractor shall provide standard system support, Monday- Friday, 7:00 am to 5:00 pm CT, excluding State Holidays. Standard required response time is within two (2) hours of notification of issue(s). The Contractor shall return system to fully operational within twenty-four (24) hours of notification unless the State is notified otherwise.
- A.13. Emergency Support Response.

The Contractor shall provide emergency support twenty-four (24) hours a day and seven (7) days a week. The State shall determine what requires an emergency response. Upon State's Authorized Representative's written approval either via email or text message, the State may waive the requirement for the Contractor to have approved SOW in order for emergency response work to begin. SOWs with cost estimates should be submitted as soon as reasonably possible but must be submitted and approved by the State before the Contractor invoices for any emergency response work performed.

- a. Emergency support response time in Nashville, Davidson County, TN is within one (1) hour of notification of issue(s). The Contractor shall return system to fully operational status within a maximum of eight (8) hours for critical items and twenty-four (24) hours for non-critical items from time of notification. The State shall define what is considered critical and non-critical items.
 - b. If the system cannot be returned to fully operational status within stated hours, the Contractor shall provide backup equipment to the State at no additional cost until the system is returned to fully operational status.
 - c. Emergency support response shall include equipment that meets current State building and security standards. State building and security standards will be provided upon award.
- A.14. The Contractor shall have the skills, experience, equipment, materials, and access to parts and supplies necessary to make repairs, upgrades, or additions for security hardware components within stated repair timelines.
- A.15. The Contractor shall be responsible for furnishing all labor, parts, materials, supplies, and equipment necessary to provide the work required by this contract and specified in an SOW. All SOWs shall be approved in writing by at least one (1) Authorized Representative.
- A.16. The Contractor shall log all visits by Contractor service personnel on site with date and time (i.e., time in and time out) by security personnel, an authorized individual, or log procedures as instructed by the State's Authorized Representative. It is required that all service personnel follow log procedures to verify their presence and length of stay at the facility. In some instances,

the installation being serviced will be in the field. The service personnel shall work with the Authorized Representative to determine best method for logging date and time.

The technician and/or technician helper hourly rates for work begin when the technician and/or technician helper signs in at the job site and ends when the technician and/or technician helper signs out.

- A.17. The Contractor shall maintain a clean work area and upon completions of the work shall remove all debris and trash from the job site. All work shall be performed in a professional manner and meet all applicable codes.
- A.18. Contractor shall have all tools and equipment considered necessary for performance of the scope of services.
- a. When additional rental equipment is required as part of the approved SOW, a copy of the rental invoice must be attached to contract vendor's invoice when submitted for payment. A fifteen percent (15%) markup will be allowed to the invoice price. Please also refer to Contract Section C.3.
 - b. The Contractor warrants that no equipment shall be rented from a business or company in which the Contractor or Contractor's employees have direct or indirect financial interest and will be compensated directly or indirectly for equipment being rented to perform work specified in the contract. Any exception taken by the Contractor for obtaining rental equipment will be considered a violation of the Contract, and may result in contract cancellation and/or legal action being taken against the Contractor if such action is considered to be in the best interest of the State.
- A.19. The State reserves the right to confirm and compare SOW costs to fair market value for parts, materials, .
- A.20. The Contractor shall have the ability to service all Facility Revolving Fund (FRF) State locations as found in Attachment B within the stated timeframes in A.12 and A.13. Any changes to FRF State locations will be communicated to the Contractor in writing in accordance with Contract Section D.2.
- A.21. The named Authorized Representatives are listed below. The State may assign other Authorized Representatives for to request work and approved SOW's under this Contract. Any changes to State's Authorized Representatives shall be communicated to the Contractor in writing in accordance with Contract Section D.2.
1. Director of Facilities Management - Currently: Kevin Powell
Tennessee Tower, 22nd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
Kevin.Powell@tn.gov
Cell 615-517-2835
 2. Program Manager – Currently: Josh Belbeck
State of Tennessee Real Estate Management
WRS Tennessee Tower, 24th Floor
312 Rosa L. Parks Ave. Nashville, TN 37243
Josh.Belbeck@tn.gov
Cell 615-879-8846
 3. Executive Director – Currently: Hannah Salita
OAS (Office of Administrative Services)
Tennessee Tower, 22nd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
OAS.Requests@tn.gov

- A.22. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.23. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** (“Effective Date”) and extend for a period of thirty six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.1. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor 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.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Technician Regular Time, Monday – Friday 7AM-5PM CST, Excluding official State holidays	\$ /HR
Technician Helper Regular Time, Monday – Friday 7AM-5PM CST, Excluding official State of Tennessee holidays	\$ /HR
Technician Emergency Support Response Time	\$ /HR
Trip Charge Region 1	\$/EA
Trip Charge Region 2	\$/EA
Trip Charge Region 3	\$/EA
Trip Charge Region 4	\$/EA
Emergency Trip Charge Region 1	\$/EA
Emergency Trip Charge Region 2	\$/EA
Emergency Trip Charge Region 3	\$/EA
Emergency Trip Charge Region 4	\$/EA
Owned Special Equipment (bucket truck/lift)	\$/Day
Parts, Materials, Supplies & Equipment in accordance with Contract Sections C.3.c., C.3.d. and E.9.	Cost minus discounts or rebates and applicable sales or use tax plus 15%

- c. Reimbursement of Parts, Materials, Supplies & Equipment. All parts, materials, supplies, and equipment shall be billed at Contractor's cost, minus any applicable sales or use tax pursuant to Tennessee Code Annotated, Section 67-6-209, plus fifteen percent (+15%).
- d. If Contractor receives any discounts or rebates when purchasing parts, materials, supplies, or equipment, the State shall receive the benefit of the discounts when Contractor determines its cost. With each invoice submitted to the State, Contractor shall include documentation of the Cost of parts, materials, supplies, and equipment. If Contractor fails to provide sufficient document of its purchase Cost, the State may verify current market value, and if necessary, adjust Contractor's invoice to reflect fair market value.
- e. All parts must be Original Equipment Manufacturer (OEM).

C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of General Services
312 Rosa L. Parks Ave.
TN Tower, 22nd Floor

Nashville, TN 37243

- 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: Department of General Services, STREAM;
- (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 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 under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the

Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Evan Alston | DGS Contract Manager
Office of Administrative Services
Tennessee Tower, 22nd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
evan.alston@tn.gov
Telephone # (615) 490-4364

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor

shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with

the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the

State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this

Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section,

any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C.
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment

activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that

the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

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

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000.00) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Pub. Ch. 113, § 5, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Pub. Ch. 113, § 5, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract’s other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s Response to RFP 32101-2023-002 (Attachment 6.2 – SECTION B.15) and resulting in this Contract.

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

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

- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.

- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. Minimum Requirements
 - (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
 - (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
 - (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- E.9. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any Non-Standard goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract that are over \$10,000.00 shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Department of General Services Director of Facilities Management to procure by non-competitive procurement as a condition for reimbursement. Contractor purchases from Original Equipment Manufacturer (OEM) are exempt from competitive requirements.

E.10. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

CHRISTI BRANSCOM, COMMISSIONER **DATE**

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
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.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

PropertyName	PropertyAddress	City	State	ZipCode	County	Region
1023 Mineral Wells Ave.	1023 Mineral Wells Ave	Paris	TN	38242	Henry	1
1035-A Wayne Road	1035-A Wayne Road	Savannah	TN	38372	Hardin	1
1080 Wayne Road	1080 Wayne Road	Savannah	TN	38372	Hardin	1
1124 Whitehall St. Suites A,B and E	1124 Whitehall St., Suites A,B and E	Jackson	TN	38301	Madison	1
1199 South Dupree Street	1199 South Dupree Street	Brownsville	TN	38012	Haywood	1
121 Executive Drive	121 Executive Drive	Jackson	TN	38305	Madison	1
126 Culley Drive	126 Culley Drive	Paris	TN	38242	Henry	1
1302 West Wood Street	1302 West Wood Street	Paris	TN	38242	Henry	1
136 S. Washington Street Ste. 1	136 S. Washington Street, Ste. 1	Brownsville	TN	38012	Haywood	1
1416 and 1418 Stad Avenue	1416 Stad Avenue	Union City	TN	38261	Obion	1
157 South Main Street	157 South Main Street	McKenzie	TN	38201	Carroll	1
160 Beau Tisdale Drive	160 Beau Tisdale Drive	Oakland	TN	38060	Fayette	1
1604 West Reelfoot Avenue	1604 West Reelfoot Avenue	Union City	TN	38261	Obion	1
16245 Highway 22 North	16245 Highway 22 North	Wildersville	TN	38388	Henderson	1
1625 Hollywood Drive	1625 Hollywood Drive	Jackson	TN	38304	Madison	1
1661 Hollywood Drive	1661 Hollywood Drive	Jackson	TN	38305	Madison	1
169 North Cherry Street	169 North Cherry Street	Alamo	TN	38001	Crockett	1
18125 Highway 64 East	18125 Highway 64 East	Somerville	TN	38068	Fayette	1
1925 South Third Street	1925 South Third Street	Memphis	TN	38109	Shelby	1
1979 St. John Avenue	1979 St. John Avenue	Dyersburg	TN	38024	Dyer	1
1991 Corporate Ave	1991 Corporate Ave.	Memphis	TN	38132	Shelby	1
200 Harris Street	200 Harris Street	Whiteville	TN	38075	Hardeman	1
20800 Main Street	20800 Main Street	Huntingdon	TN	38320	Carroll	1
2175 Business Center Dr. Ste11	2175 Business Center Dr. Ste11	Memphis	TN	38134	Shelby	1
2205 Highway 45 Bypass South	2205 Highway 45 Bypass South	Trenton	TN	38382	Gibson	1
2211 Hwy 45 Bypass South	2211 Hwy 45 Bypass South	Trenton	TN	38382	Gibson	1
230 Industrial Road	230 Industrial Road	Covington	TN	38019	Tipton	1
2584 Overton Crossing	2584 Overton Crossing	Memphis	TN	38127	Shelby	1
272 Highway 641 North	272 Highway 641 North	Camden	TN	38320	Benton	1
2975 - C Highway 45 Bypass	2975 - C Highway 45 Bypass	Jackson	TN	38305	Madison	1
3001 Highway 45 Bypass	3001 Highway 45 Bypass	Jackson	TN	38305	Madison	1
3012 Greystone	3012 Greystone	Jackson	TN	38305	Madison	1
3040 Walnut Grove Road	3040 Walnut Grove Road	Memphis	TN	38111	Shelby	1
3150 Appling Road	3150 Appling Road	Bartlett	TN	38133	Shelby	1
3230 Jackson Avenue	3230 Jackson Avenue	Memphis	TN	38122	Shelby	1
3360 South Third	3360 South Third	Memphis	TN	38109	Shelby	1
362 Carriage House Drive	362 Carriage House Drive	Jackson	TN	38305	Madison	1
3628 East End Drive	3628 East End Drive	Humboldt	TN	38343	Gibson	1
37 College Drive Site A	37 College Drive	Lexington	TN	38351	Henderson	1
3973 Knight Arnold Road	3973 Knight Arnold Road	Memphis	TN	38118	Shelby	1
417 South Washington Street	417 South Washington Street	Ripley	TN	38063	Lauderdale	1
4240 Hickory Hill Road	4240 Hickory Hill Road	Memphis	TN	38141	Shelby	1
473 South Washington	473 South Washington	Ripley	TN	38063	Lauderdale	1
4800 Mendenhall Road South	4800 Mendenhall Road South	Memphis	TN	38141	Shelby	1
525 North Church Street	525 North Church Street	Henderson	TN	38340	Chester	1
60 Brazelton Street Unit 10	60 Brazelton Street, Unit 10	Savannah	TN	38372	Hardin	1
6174 Macon Road	6174 Macon Road	Memphis	TN	38134	Shelby	1
660 Carl Perkins Pkwy.	660 Carl Perkins Pkwy.	Tiptonville	TN	38079	Lake	1
669 West Main Street	669 West Main Street	Decaturville	TN	38329	Decatur	1
724 Highway 51 North	724 Highway 51 North	Covington	TN	38019	Tipton	1
7777 Walnut Grove Rd.SuiteB38	7777 Walnut Grove Rd.SuiteB38	Memphis	TN	38120	Shelby	1
795 Tennessee Street	795 Tennessee Street	Bolivar	TN	38008	Hardeman	1
802 Gibson Road	802 Gibson Road	Trenton	TN	38382	Gibson	1
811 Morrow Street	811 Morrow Street	Dresden	TN	38225	Weakley	1
814 Jefferson ST	814 Jefferson ST	Memphis	TN	38105	Shelby	1
830 Sherwood Drive	830 Sherwood Drive	Union City	TN	38261	Obion	1
8383 Wolf Lake Drive	8383 Wolf Lake Drive	Bartlett	TN	38133	Shelby	1
855 East Poplar	855 East Poplar	Selmer	TN	38375	McNairy	1
8593 Highway 22	8593 Highway 22	Dresden	TN	38225	Weakley	1
8600 Highway 22	8600 Highway 22	Dresden	TN	38225	Weakley	1
8616 Highway 22	8616 Highway 22	Dresden	TN	38225	Weakley	1
85 Stonebrook	85 Stonebrook	Jackson	TN	38305	Madison	1

One Commerce Square	40 South Main Street	Memphis	TN	38103	Shelby	1
One Commerce Square - Parking	40 South Main St.	Memphis	TN	38103	Shelby	1
INACTIVE 246 South Front St.	246 South Front St.	Memphis	TN	38103	Shelby	1
306 North Church Ave.	306 North Church Ave.	Dyersburg	TN	38024	Dyer	1
2399 Chiswood Street	2399 Chiswood Street	Memphis	TN	38134	Shelby	1
Fountain Building	3085 Fountainside Dr., Suite 106	Germantown	TN	38138	Shelby	1
103 Hwy 431 Suite 103 B	103 Hwy 431 Suite 103 B	Martin	TN	38237	Weakley	1
37 Executive Drive	37 Executive Drive	Jackson	TN	38305	Madison	1
12515 Highway 64	12515 Highway 64	Somerville	TN	38068	Fayette	1
1407 Union Ave	1407 Union Ave	Memphis	TN	38104	Shelby	1
1085 Poplar Avenue	1085 Poplar Avenue	Memphis	TN	38105	Shelby	1
1016 Pickwick Street	1016 Pickwick Street	Savannah	TN	38372	Hardin	1
700 Sherrill Street	700 Sherrill Street	Union City	TN	38261	Obion	1
National Civil Rights Museum (NCRM)	450 Mulberry St	Memphis	TN	38103	Shelby	1
5266 Summer Avenue	5266 Summer Avenue	Memphis	TN	38122	Shelby	1
318A Midland Street	318A Midland Street	Somerville	TN	38068	Fayette	1
845 Hwy 51 N	845 Hwy 51 N	Covington	TN	38019	Tipton	1
718 Industrial Drive	718 Industrial Drive	Middleton	TN	38052	Hardeman	1
6941 Winchester Road	6941 Winchester Road	Memphis	TN	38115	SHELBY	1
4885 Stage Road	4885 Stage Road	Memphis	TN	38128	Shelby	1
1188 North Market Street	1188 North Market Street	Paris	TN	38242	HENRY	1
2003 Corporate Avenue	2003 Corporate Avenue	Memphis	TN	38132	Shelby	1
Driver Testing Station-Dyersburg	180 Hwy 51 Bypass	Dyersburg	TN	38024	Dyer	1
795 Larry Byrd Road	795 Larry Byrd Road	Kingston	TN	37763	Roane	1
17619 State Hwy. 58 N	17619 State Hwy. 58 N	Decatur	TN	37322	Meigs	1
1086 North Gateway Avenue	1086 North Gateway Avenue	Rockwood	TN	37854	Roane	1
1070 North Gateway Avenue	1070 North Gateway Avenue	Rockwood	TN	37854	Roane	1
17209 Highway 58	17209 Highway 58	Decatur	TN	37322	Meigs	1
2497 South Roane Street Suite 100	2497 South Roane Street	Harriman	TN	37748	Roane	1
346 St. Paul Avenue	346 St. Paul Avenue	Memphis	TN	38126	Shelby	1
THP Jackson District Headquarters	336 Smith Lane	Jackson	TN	38301	Madison	1
TBI Jackson District Office	350 Smith Lane	Jackson	TN	38301	Madison	1
THP Communications Center	1900 Highway 70 East	Jackson	TN	38305	Madison	1
Carroll County Career Center	470 Mustang Dr	Huntingdon	TN	38358	Carroll	1
Labor and Workforce-Humboldt	1481 Mullins St	Humboldt	TN	38343	Gibson	1
Lowell Thomas State Ofc Bldg	225 Martin Luther King Dr	Jackson	TN	38301	Madison	1
West TN Regional Health	295 Summar Dr	Jackson	TN	38301	Madison	1
THP Jackson	20 Vann Dr	Jackson	TN	38305	Madison	1
Driver License Station-Jackson	100 Benchmark Circle	Jackson	TN	38301	Madison	1
Northwest TN Regional Health	1010 Mt. Zion Rd	Union City	TN	38261	Obion	1
Labor and Workforce Dev-Dyersburg	439 McGaughey	Dyersburg	TN	38024	Dyer	1
Driver Testing Station-Millington	5019 W Union Rd	Millington	TN	38053	Shelby	1
Bartlett Express Center	6340 Summer Av	Memphis	TN	38134	Shelby	1
Whitehaven DL Station	3200 Shelby Av	Memphis	TN	38118	Shelby	1
THP Memphis	6348 Summer Av	Memphis	TN	38134	Shelby	1
Board of Probation and Parole	32 West EH Crump Bl	Memphis	TN	38112	Shelby	1
TBI Crime Lab Memphis	6325 Haley Rd	Memphis	TN	38134	Shelby	1
513 Spring Street	513 Spring Street	Charlotte	TN	37036		2
565 Royal Pkwy	565 Royal Pkwy	Nashville	TN	37214		2
1203 Highway 70 West	1203 Highway 70 West	Waverly	TN	37185	Humphreys	2
530 Highway 64 East Suite 3	530 Highway 64 East, Suite 3	Waynesboro	TN	37485	Wayne	2
532-536 Highway 64 East	532 Highway 64 East	Waynesboro	TN	37485	Wayne	2
226 Anne Dallas Dudley Blvd	226 Anne Dallas Dudley Blvd	Nashville	TN	37219	Davidson	2
Parking Lot 33	211 10th Avenue North	Nashville	TN	37203	Davidson	2
Parking Lot D Nissan Stadium	353 S 2nd Street	Nashville	TN	37213	Davidson	2
1207 US Highway 70	1207 US Highway 70	Waverly	TN	37185	Humphreys	2
113 Factory Street	113 Factory Street	Linden	TN	37096	Perry	2
Parking Lot 250 Venture Circle - Metro Center	250 Venture Circle	Nashville	TN	37228	Davidson	2
44 Vantage Way	44 Vantage Way	Nashville	TN	37027	Davidson	2
404 James Robertson Parkway	404 James Robertson Parkway	Nashville	TN	37219	Davidson	2
Parking Lot 34 MTA Garage	400 Charlotte Av	Nashville	TN	37243	Davidson	2
Parking Lot 17 Capitol View J V parking lot with 259 spaces	612 10th Avenue North	Nashville	TN	37203	Davidson	2
Parking Lot Num. 32 and 37	460 James Robertson Pkwy	Nashville	TN	37423	Davidson	2

1004 Buffalo Road	1004 Buffalo Road	Lawrenceburg	TN	38464	Lawrence	2
7361 Cockrill Bend Blvd.	7361 Cockrill Bend Blvd.	Nashville	TN	37209	Davidson	2
5216 Hickory Hollow Pkwy	5216 Hickory Hollow Pkwy	Antioch	TN	37013	Davidson	2
1423 Mark Allen Lane	1423 Mark Allen Lane	Murfreesboro	TN	37129	Rutherford	2
301 Plus Park Drive First Floor	301 Plus Park Drive, First Floor	Nashville	TN	37217	Davidson	2
1576 Old Columbia Rd.	1576 Old Columbia Rd.	Lewisburg	TN	37091	Marshall	2
212 Pavillion Blvd.	212 Pavillion Blvd.	Nashville	TN	37217	Davidson	2
220 Creekside	220 Creekside Drive	Dickson	TN	37055	Dickson	2
227 French Landing	227 French Landing	Nashville	TN	37228	Davidson	2
1711 Old Fort Parkway Suite C	1711 Old Fort Parkway	Murfreesboro	TN	37129	Rutherford	2
425 South Water Street	425 South Water Street	Gallatin	TN	37066	Sumner	2
905 Madison Street	905 Madison Street	Shelbyville	TN	37160	Bedford	2
101 Mooreland Drive Suite C and D	101 Mooreland Drive, Suite C and D	Springfield	TN	37172	Robertson	2
100 Providence Blvd. Suite A	100 Providence Blvd. Suite A	Clarksville	TN	37042	Montgomery	2
1030 Cumberland HTS Rd C	1030 Cumberland HTS Rd, C	Clarksville	TN	37040	Montgomery	2
1035 Samsonite Blvd.	1035 Samsonite Blvd.	Murfreesboro	TN	37129	Rutherford	2
160 Cude Lane	160 Cude Lane	Nashville	TN	37115	Davidson	2
1011 Spring Street	1011 Spring Street	Dover	TN	37058	Stewart	2
108 Progress Center Plaza	108 Progress Center Plaza	Centerville	TN	37033	Hickman	2
1106 Madison Street	1106 Madison Street	Shelbyville	TN	37160	Bedford	2
114 West Christi Drive	114 West Christi Drive	Dickson	TN	37055	Dickson	2
115 South Cedar Lane	115 South Cedar Lane	Pulaski	TN	38478	Giles	2
1204 Nashville Highway	1204 Nashville Highway	Lewisburg	TN	37091	Marshall	2
1400 College Park Dr.	1400 College Park Dr.	Columbia	TN	38401	Maury	2
1421 Hampshire Pike	1421 Hampshire Pike	Columbia	TN	38401	Maury	2
1432 West Main Street	1432 West Main Street	Lebanon	TN	37087	Wilson	2
1711 Old Fort Parkway Suite B	1711 Old Fort Parkway	Murfreesboro	TN	37129	Rutherford	2
1810 Columbia Ave. Suite A	1810 Columbia Ave., Suite A	Franklin	TN	37064	Williamson	2
155 Legends Drive Suite H	155 Legends Drive, Suite H	Lebanon	TN	37087	Wilson	2
1850 Business Park Dr. 122B	1850 Business Park Dr., 122B	Clarksville	TN	37040	Montgomery	2
200 Athens Way	200 Athens Way	Nashville	TN	37228	Davidson	2
204 Maddox Simpson	204 Maddox Simpson	Lebanon	TN	37090	Wilson	2
203 Beasley Drive Suite A	203 Beasley Drive, Suite A	Franklin	TN	37064	Williamson	2
21 Store Front Drive	21 Store Front Drive	Erin	TN	37061	Houston	2
Probation and Parole	220 Blanton Avenue	Nashville	TN	37210	Davidson	2
222 State Street	222 State Street, Suite A	Dickson	TN	37055	Dickson	2
217 East High Street	217 East High Street	Lebanon	TN	37087	Wilson	2
245 Blanton Avenue	245 Blanton Avenue	Nashville	TN	37210	Davidson	2
250 State Street Suite B	250 State Street, Suite B	Dickson	TN	37055	Dickson	2
2506 Pillow Drive Suites A and B	2506 Pillow Drive, Suites A and B	Columbia	TN	38401	Maury	2
4676 Highway 41 North Suite C	4676 Highway 41 North, Suite C	Springfield	TN	37172	Robertson	2
47 Smith Ave.	47 Smith Ave.	Hohenwald	TN	38462	Lewis	2
527 Crews Street	527 Crews Street	Lawrenceburg	TN	38464	Lawrence	2
6000 Trotwood Avenue	6000 Trotwood Avenue	Columbia	TN	38401	Maury	2
631 East Madison Street	631 East Madison Street	Pulaski	TN	38478	Giles	2
745 South Church St. Suite 703	745 South Church St., Suite 703	Murfreesboro	TN	37130	Rutherford	2
817 South Garden St. Ste. 402	817 South Garden St., Ste. 402	Columbia	TN	38401	Maury	2
812 South Brown Street	812 South Brown Street	Springfield	TN	37172	Robertson	2
809 South Mabel Street	809 South Mabel Street	Springfield	TN	37172	Robertson	2
200 Dover Street	200 Dover Street	Shelbyville	TN	37160	Bedford	2
845 Esther Ln+1501-A Sarah Cr	845 Esther Ln+1501-A Sarah Cr	Murfreesboro	TN	37129	Rutherford	2
855 North Bluejay Way	855 North Bluejay Way	Gallatin	TN	37066	Sumner	2
930 North Ellington Parkway	930 North Ellington Parkway	Lewisburg	TN	37091	Marshall	2
875 Union Street Suites B and C	875 Union Street, Suites B and C	Shelbyville	TN	37160	Bedford	2
350 Pageant Lane	350 Pageant Lane	Clarksville	TN	37041	Montgomery	2
3830 Carothers Parkway	3830 Carothers Parkway	Franklin	TN	37067	Williamson	2
434 Jay Hawk Court	434 Jay Hawk Court	Murfreesboro	TN	37128	Rutherford	2
393 Maple Street	393 Maple Street	Gallatin	TN	37066	Sumner	2
426 Century Court Suite 200	426 Century Court, Suite 200	Franklin	TN	37064	Williamson	2
5010 Linbar Drive Suite 140	5010 Linbar Drive, Suite 140	Nashville	TN	37211	Davidson	2
230 E. James Campbell Blvd.	230 E. James Campbell Blvd.	Columbia	TN	38401	Maury	2
286 Frey Street	286 Frey Street, Suite 101	Ashland City	TN	37015	Cheatham	2
304-B Hill Ave	304-B Hill Ave	Nashville	TN	37210	Davidson	2

319 Bethany Lane	319 Bethany Lane	Shelbyville	TN	37160	Bedford	2
702 East College Street	702 East College Street	Dickson	TN	37055	Dickson	2
1430 Madison Street	1430 Madison Street	Clarksville	TN	37040	Montgomery	2
3906 Blaze Drive, Suite C	3906 Blaze Drive	Murfreesboro	TN	37128	Rutherford	2
5252 Hickory Hollow Parkway, #114	5252 Hickory Hollow Parkway, #114	Antioch	TN	37013	Davidson	2
640 Broadmor St, Suite 60	640 Broadmor St, Suite 60	Murfreesboro	TN	37129	Rutherford	2
900 South Gallatin Pike	900 South Gallatin Pike	Madison	TN	37115	Davidson	2
1310 Memorial Boulevard	1310 Memorial Boulevard	Springfield	TN	37172	Robertson	2
708 North Mount Juliet Road	708 North Mount Juliet Road	Mount Juliet	TN	37122	Wilson	2
213 Beasley Drive	213 Beasley Drive	Dickson	TN	37055	Dickson	2
1441 Tulip Poplar Dr	1441 Tulip Poplar Dr	Gallatin	TN	37066	Sumner	2
750 Old Hickory Blvd Suite 265	750 Old Hickory Blvd	Brentwood	TN	37027	Williamson	2
5217 Maryland Way Suite 302	5217 Maryland Way	Brentwood	TN	37027	Williamson	2
Parking - 5216 Hickory Hollow Parkway	5216 Hickory Hollow Parkway	Antioch	TN	37013	Davidson	2
350 Deaderick Street - Parking	350 Deaderick Street	Nashville	TN	37201	Davidson	2
315 Deaderick St.	315 Deaderick St.	Nashville	TN	37243	Davidson	2
Centennial Driver License	6604 Centennial Bv	Nashville	TN	37209	Davidson	2
Cloverbottom Mansion - Shed	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Chicken Coup	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Cabin 1	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Cabin 2	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - House 1	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Horse Barn	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Barn	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Carriage House	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
Cloverbottom Mansion - Outhouse	2941 Lebanon Pike	Nashville	TN	37214	Davidson	2
MHSAS Regional Intervention Program Facility	5020 Darlington Dr	Nashville	TN	37211	Davidson	2
Metrology Lab	5203 Marchant Drive	Nashville	TN	37220	Davidson	2
TLETA - Range House	3025 Lebanon Pike	Nashville	TN	37214	Davidson	2
TLETA - Firing Range Complex	3025 Lebanon Pike	Nashville	TN	37214	Davidson	2
TLETA - Defensive Driving Garage	3025 Lebanon Pike	Nashville	TN	37214	Davidson	2
Museum 2 - Cottage	406 Hogan Rd	Nashville	TN	37204	Davidson	2
Centennial Surplus and Warehouse	6500 Centennial Bv	Nashville	TN	37209	Davidson	2
Clarksville THP and DLS	220 W Dunbar Cave Rd	Clarksville	TN	37040	Montgomery	2
Ellington Barn/Arena	Ellington Ag Center / 440 Hogan Rd	Nashville	TN	37204	Davidson	2
Bruer Greenhouse	406 Hogan Rd	Nashville	TN	37204	Davidson	2
Centennial Whse - C	6500 Centennial Bv	Nashville	TN	37209	Davidson	2
Moss Administration Bldg	440 Hogan Rd	Nashville	TN	37204	Davidson	2
Ag Resources Building	432 Hogan Rd	Nashville	TN	37204	Davidson	2
Commodities Building	420 Hogan Rd	Nashville	TN	37204	Davidson	2
Jennings	430 Hogan Rd	Nashville	TN	37204	Davidson	2
Ellington Auditorium	416 Hogan Rd	Nashville	TN	37204	Davidson	2
404 Hogan Rd	404 Hogan Rd	Nashville	TN	37204	Davidson	2
Holeman	424 Hogan Rd	Nashville	TN	37204	Davidson	2
Bruer	406 Hogan Rd	Nashville	TN	37204	Davidson	2
Porter Lab	436 Hogan Rd	Nashville	TN	37204	Davidson	2
Ellington Maintenance Shop	Ellington Ag Center / 440 Hogan Rd	Nashville	TN	37204	Davidson	2
Credit Union	Ellington Ag Center / 440 Hogan Rd	Nashville	TN	37204	Davidson	2
Ellington Wallace Library	442 Hogan Rd	Nashville	TN	37204	Davidson	2
301 N Main St	301 N Main St	Shelbyville	TN	37160	Bedford	2
THP-Lawrenceburg	1209 N Locust	Lawrenceburg	TN	38464	Lawrence	2
South Central Regional Health	1216 Trotwood Av	Columbia	TN	38401	Maury	2
Driver License Station-Columbia	1701 Hampshire Pk	Columbia	TN	38401	Maury	2
Fleming Training Center	2022 Blanton Dr	Murfreesboro	TN	37130	Rutherford	2
Multi-Purpose Garage-Ezell Pike	225 Ezell Pk	Nashville	TN	37217	Davidson	2
TLETA	3021 Lebanon Rd	Nashville	TN	37210	Davidson	2
TPS Menzler - Nix	1144 Foster Av	Nashville	TN	37210	Davidson	2
TPS Cooper Hall	1148 Foster Av	Nashville	TN	37210	Davidson	2
TPS Warf Browning Hardison	1150 Foster Av	Nashville	TN	37210	Davidson	2
TPS McCord Hall	1150 Foster Av	Nashville	TN	37210	Davidson	2
TLETA Annex	3025 Lebanon Rd	Nashville	TN	37210	Davidson	2
THP-3rd District (Nashville)	1603 Murfreesboro Rd	Nashville	TN	37217	Davidson	2
Driver License Stn-1601 Murf	1601 Murfreesboro Rd	Nashville	TN	37217	Davidson	2

Cloverbottom Mansion	2941 Lebanon Rd	Nashville	TN	37210	Davidson	2
TPS Administration Building	1240 Foster Av	Nashville	TN	37210	Davidson	2
TPS Center for Adoption	1158 Foster Av	Nashville	TN	37210	Davidson	2
TPS Maintenance Warehouse	1200 Foster Av	Nashville	TN	37210	Davidson	2
TPS Old Sills Hall	1166 Foster Av	Nashville	TN	37210	Davidson	2
TPS VIC Guard Building	1156 Foster Av	Nashville	TN	37210	Davidson	2
TPS Maintenance Storage Building	1202 Foster Av	Nashville	TN	37210	Davidson	2
TPS Bus Garage	1204 Foster Av	Nashville	TN	37210	Davidson	2
TPS Old Barn	1208 Foster Av	Nashville	TN	37210	Davidson	2
TPS Old Farm House	1206 Foster Av	Nashville	TN	37210	Davidson	2
TPS Sills Quad 1	1290 Foster Av	Nashville	TN	37210	Davidson	2
TPS Sills Quad 2	1288 Foster Av	Nashville	TN	37210	Davidson	2
TPS Sills Quad 3	1286 Foster Av	Nashville	TN	37210	Davidson	2
TPS Sills Quad 4	1284 Foster Av	Nashville	TN	37210	Davidson	2
TPS Nix Quad 1	1268 Foster Av	Nashville	TN	37210	Davidson	2
TPS Nix Quad 2	1274 Foster Av	Nashville	TN	37210	Davidson	2
TPS Nix Quad 3	1272 Foster Av	Nashville	TN	37210	Davidson	2
TPS Nix Quad 4	1270 Foster Av	Nashville	TN	37210	Davidson	2
TPS Cole Quad 1	1212 Foster Av	Nashville	TN	37210	Davidson	2
TPS Cole Quad 2	1214 Foster Av	Nashville	TN	37210	Davidson	2
TPS Cole Quad 3	1216 Foster Av	Nashville	TN	37210	Davidson	2
TPS Cole Quad 4	1210 Foster Av	Nashville	TN	37210	Davidson	2
TPS Scott Quad 1	1260 Foster Av	Nashville	TN	37210	Davidson	2
TPS Scott Quad 2	1266 Foster Av	Nashville	TN	37210	Davidson	2
TPS Scott Quad 3	1264 Foster Av	Nashville	TN	37210	Davidson	2
TPS Scott Quad 4	1262 Foster Av	Nashville	TN	37210	Davidson	2
TPS Davis Quad 1	1232 Foster Av	Nashville	TN	37210	Davidson	2
TPS Davis Quad 2	1226 Foster Av	Nashville	TN	37210	Davidson	2
TPS Davis Quad 3	1228 Foster Av	Nashville	TN	37210	Davidson	2
TPS Davis Quad 4	1230 Foster Av	Nashville	TN	37210	Davidson	2
TPS Kilvington Quad 1	1218 Foster Av	Nashville	TN	37210	Davidson	2
TPS Kilvington Quad 2	1220 Foster Av	Nashville	TN	37210	Davidson	2
TPS Kilvington Quad 3	1222 Foster Av	Nashville	TN	37210	Davidson	2
TPS Kilvington Quad 4	1224 Foster Av	Nashville	TN	37210	Davidson	2
TPS Menzler Quad 1	1280 Foster Av	Nashville	TN	37210	Davidson	2
TPS Menzler Quad 2	1282 Foster Av	Nashville	TN	37210	Davidson	2
TPS Menzler Quad 3	1276 Foster Av	Nashville	TN	37210	Davidson	2
TPS Menzler Quad 4	1278 Foster Av	Nashville	TN	37210	Davidson	2
88 Hermitage Ave	88 Hermitage Ave	Nashville	TN	37210	Davidson	2
Andrew Jackson	500 Deaderick St	Nashville	TN	37243	Davidson	2
James K Polk	505 Deaderick St	Nashville	TN	37243	Davidson	2
Citizens Plaza	400 Deaderick St	Nashville	TN	37243	Davidson	2
Rachel Jackson	320 Sixth Av N	Nashville	TN	37243	Davidson	2
900 2nd Ave	900 2nd Ave	Nashville	TN	37201	Davidson	2
Parking Lot 14	5th Ave. and Harrison S. - Bicentennial Mall Lot	Nashville	TN	37219	Davidson	2
Parking Lot 4	Data Center North, 911 Rep John Lewis Way N	Nashville	TN	37219	Davidson	2
Parking Lot 8	Data Center South, 911 5th Avenue North	Nashville	TN	37219	Davidson	2
Parking Lot 12	5th Avenue and Harrison South West	Nashville	TN	37219	Davidson	2
Parking Lot 16	10th Avenue Circle and Rosa Parks South West	Nashville	TN	37203	Davidson	2
Parking Lot 9 State Garage at Sounds Stadium	913 4th Avenue North	Nashville	TN	37219	Davidson	2
Parking Lot 18	Rosa Parks and Charlotte Avenue	Nashville	TN	37203	Davidson	2
Parking Lot 21	From the Overlook to Charlotte Avenue	Nashville	TN	37203	Davidson	2
Parking Lot 19	401 and 407 7th Avenue	Nashville	TN	37203	Davidson	2
Library and Archives	403 7th Ave N	Nashville	TN	37243	Davidson	2
Parking Lot 20	Capitol Building Loop	Nashville	TN	37203	Davidson	2
Parking Lot 19A	401 and 407 7th Avenue	Nashville	TN	37203	Davidson	2
665 Mainstream Drive- Garage	665 Mainstream Drive, Garage	Nashville	TN	37243	Davidson	2
665 Mainstream Drive- Shop	665 Mainstream Drive, Shop	Nashville	TN	37243	Davidson	2
Labor and Workforce Development	220 French Landing	Nashville	TN	37228	Davidson	2
665 Mainstream Drive	665 Mainstream Dr	Nashville	TN	37228	Davidson	2
310 Great Circle Road	310 Great Circle Road	Nashville	TN	37228	Davidson	2
Davy Crockett	500 James Robertson Parkway	Nashville	TN	37243	Davidson	2
1000 2nd Ave	1000 2nd Ave	Nashville	TN	37201	Davidson	2

Andrew Johnson	710 James Robertson Parkway	Nashville	TN	37243	Davidson	2
John Sevier	500 Dr. Martin L. King, Jr. Blvd.	Nashville	TN	37243	Davidson	2
RS Gass State Lab (incl boiler house)	630 Hart Ln	Nashville	TN	37216	Davidson	2
Driver License Stn-624 Hart Ln	624 Hart Ln	Nashville	TN	37216	Davidson	2
Mid Cumberland Regional Health	710 Hart Ln	Nashville	TN	37216	Davidson	2
THP Communications	940 R.S. Gass Bv	Nashville	TN	37216	Davidson	2
TBI Headquarters / Forensic - Nashville	901 R.S. Gass Bv	Nashville	TN	37216	Davidson	2
Environmental Field Office (EAC)	711 R.S. Gass Bv	Nashville	TN	37216	Davidson	2
4110 Charlotte Avenue	4110 Charlotte Avenue	Nashville	TN	37203	Davidson	2
Parking Lot 25 - Garage	312 Rosa L Parks Ave	Nashville	TN	37243	Davidson	2
Parking Lot 26 - Gold Lot	7th Avenue and Union	Nashville	TN	37203	Davidson	2
Parking Lot 27 - Blue Lot	Charlotte and Rosa Parks	Nashville	TN	37203	Davidson	2
Parking Lot 28	Nelson Merry St. & James Robertson Pkwy.	Nashville	TN	37203	Davidson	2
Parking Lot 29	Nelson Merry St. & 10th Circle N.	Nashville	TN	37203	Davidson	2
State Museum	1000 Rosa L Parks Blvd.	Nashville	TN	37208	Davidson	2
State Capitol	600 Charlotte Av	Nashville	TN	37243	Davidson	2
Legislative Plaza	301 6th Av N	Nashville	TN	37243	Davidson	2
War Memorial	301 6th Ave North	Nashville	TN	37243	Davidson	2
Capitol Complex Service Center	901 Rep John Lewis Way N	Nashville	TN	37243	Davidson	2
Tennessee South Service Center	92 Weakley Lane	Smyrna	TN	37167	Rutherford	2
WRS TN Tower	312 Rosa L Parks Av	Nashville	TN	37243	Davidson	2
203 Gore Road	203 Gore Road	Knoxville	TN	37919		3
301 James Asbury Dr NW	301 James Asbury Dr NW	Cleveland	TN	37312	Bradley	3
2160 Cowan Highway	2160 Cowan Highway	Winchester	TN	37398	Franklin	3
29 Daniel Dr	29 Daniel Dr	Crossville	TN	38555	Cumberland	3
2703 Ralph Buckner Blvd.	2703 Ralph Buckner Blvd.	Cleveland	TN	37311	Bradley	3
485 Pine Top Street	485 Pine Top Street	Lenoir City	TN	37772	Loudon	3
4873 Dayton Blvd.	4873 Dayton Blvd.	Red Bank	TN	37415	Hamilton	3
4926 Main Street	4926 Main Street	Jasper	TN	37347	Marion	3
4930 Main Street	4930 Main Street	Jasper	TN	37347	Marion	3
4950 Main Street Building D	4950 Main Street, Building D	Jasper	TN	37347	Marion	3
5 North Oak Street Suite A	5 North Oak Street, Suite A	Jasper	TN	37347	Marion	3
385 West 2nd Avenue Suite 7A	385 West 2nd Avenue, Suite 7A	Dayton	TN	37321	Rhea	3
32 Daniel Drive	32 Daniel Drive	Crossville	TN	38555	Cumberland	3
323 Rockford Road	323 Rockford Road	Pikeville	TN	37367	Bledsoe	3
5600 Brainerd Rd	5600 Brainerd Rd	Chattanooga	TN	37411	Hamilton	3
5721 Marlin Road Bldg. 6100	5721 Marlin Road, Bldg. 6100	Chattanooga	TN	37401	Hamilton	3
4110 Thornton Taylor Parkway	4110 Thornton Taylor Parkway	Fayetteville	TN	37334	Lincoln	3
240 Cherokee Circle	240 Cherokee Circle	Benton	TN	37307	Polk	3
240 Colonial Circle Drive	240 Colonial Circle Drive	Jamestown	TN	38556	Fentress	3
2221 Thornton Taylor Parkway	2221 Thornton Taylor Parkway	Fayetteville	TN	37334	Lincoln	3
224 4th Avenue	224 4th Avenue	Dayton	TN	37321	Rhea	3
200 S. Jefferson St. Room 106	200 S. Jefferson St., Room 106	Winchester	TN	37398	Franklin	3
145 Spring Street	145 Spring Street	Spencer	TN	38585	Van Buren	3
1845 Old York Highway East	1845 Old York Highway, East	Dunlap	TN	37320	Sequatchie	3
150 Plaza Circle	150 Plaza Circle	Athens	TN	37303	McMinn	3
1501 Riverside Drive	1501 Riverside Drive	Chattanooga	TN	37406	Hamilton	3
136 Dooley Street	136 Dooley Street	Crossville	TN	38555	Cumberland	3
13153 US 41	13153 US Highway 41	Tracy City	TN	37387	Grundy	3
1326 Knoxville Highway	1326 Knoxville Highway	Wartburg	TN	37887	Morgan	3
123 Pedigo Road	123 Pedigo Road	Madisonville	TN	37354	Monroe	3
119 Pedigo Rd Suite A	119 Pedigo Rd, Suite A	Madisonville	TN	37354	Monroe	3
111 Fourth Avenue	111 Fourth Avenue	Dayton	TN	37321	Rhea	3
104 Fire Hall Drive	104 Fire Hall Drive	Huntsville	TN	37756	Scott	3
1008 Knight Road	1008 Knight Road	Athens	TN	37303	McMinn	3
7794 Rhea County Highway	7794 Rhea County Highway	Dayton	TN	37321	Rhea	3
6571 State Route 28	6571 State Route 28	Dunlap	TN	37327	Sequatchie	3
48 Woodgate Drive	48 Woodgate Drive	Crossville	TN	38571	Cumberland	3
4625 North Lee Highway	4625 North Lee Highway	Cleveland	TN	37312	Bradley	3
575 Scott High Drive	575 Scott High Drive	Huntsville	TN	37756	Scott	3
1317 South White St.	1317 South White St.	Athens	TN	37303	McMinn	3
1301 Riverfront Pkwy	1301 Riverfront Pkwy	Chattanooga	TN	37402	Hamilton	3
Krystal Building	100 West Martin Luther King Blvd.	Chattanooga	TN	37402	Hamilton	3

3916 Volunteer Drive	3916 Volunteer Drive	Chattanooga	TN	37416	Hamilton	3
Shallowford Road	6112 Shallowford Road	Chattanooga	TN	37421	Hamilton	3
The Franklin Building	5726 Marlin Rd., Suite 513	Chattanooga	TN	37411	Hamilton	3
6040 Century Oaks Drive	6040 Century Oaks Drive	Chattanooga	TN	37416	Hamilton	3
4160 North Ocoee Street	4160 North Ocoee Street, Suite 6	Cleveland	TN	37312	Bradley	3
950 Star-Vue Drive	950 Star-Vue Drive, Suite A and B	Cleveland	TN	37311	Bradley	3
8816 Highway 111	8816 Highway 111	Byrdstown	TN	38549	Pickett	3
325 Bryant Lane	325 Bryant Lane	Woodbury	TN	37190	Cannon	3
620 Roosevelt Drive Suite A, B and C	620 Roosevelt Drive	Sparta	TN	38583	White	3
22 Boonesville Hwy.	22 Boonesville Hwy.	Lynchburg	TN	37352	Moore	3
444 Neal Street Suite A	444 Neal Street	Cookeville	TN	38501	Putnam	3
1000 England Drive	1000 England Drive	Cookeville	TN	38501	Putnam	3
106 South Main Street 2nd floor	106 South Main Street, 2nd floor	Carthage	TN	37030	Smith	3
105 Eatherly Landing	105 Eatherly Landing	Carthage	TN	37030	Smith	3
102 Mullican Street	102 Mullican Street	McMinnville	TN	37110	Warren	3
117 Eatherly Landing Road	117 Eatherly Landing Road	Carthage	TN	37030	Smith	3
1200 Belmont Drive	1200 Belmont Drive	McMinnville	TN	37110	Warren	3
1221 Burgess Falls Road	1221 Burgess Falls Road	Cookeville	TN	38506	Putnam	3
600 Hearthwood Court	600 Hearthwood Court	Cookeville	TN	38506	Putnam	3
1420 Neal Street Suite 102	1420 Neal Street, Suite 102	Cookeville	TN	38501	Putnam	3
141 East Lake Avenue	141 East Lake Avenue	Celina	TN	38551	Clay	3
151 Freeman Street	151 Freeman Street	Tullahoma	TN	37388	Coffee	3
1519 E. Spring St. Suite E and G	1519 E. Spring St., Suite E and G	Cookeville	TN	38506	Putnam	3
1525 East Spring Street Suite A	1525 East Spring Street, Suite A	Cookeville	TN	38506	Putnam	3
205 East Main Street	205 East Main Street	Hartsville	TN	37074	Trousdale	3
55 Saint Bedes Drive	55 Saint Bedes Drive	Manchester	TN	37355	Coffee	3
594 Vervilla Road	594 Vervilla Road	McMinnville	TN	37110	Warren	3
630 Wilson Avenue	630 Wilson Avenue	Tullahoma	TN	37388	Coffee	3
715 Walker Drive	715 Walker Drive	Smithville	TN	37166	Dekalb	3
809 North Church Street	809 North Church Street	Livingston	TN	38570	Overton	3
929 West Jackson Street	929 West Jackson Street	Cookeville	TN	38501	Putnam	3
411 West Main Street	411 West Main Street	Livingston	TN	38570	Overton	3
442 Neal Street	442 Neal Street	Cookeville	TN	38501	Putnam	3
3001 Poplar Grove Road	3001 Poplar Grove Road	Cookeville	TN	38506	Putnam	3
307 Industrial Blvd.	307 Industrial Blvd.	Tullahoma	TN	37388	Coffee	3
307 South Murray Street	307 South Murray Street	Gainesboro	TN	38562	Jackson	3
315 and 317 Highway 52 E. Bypass	315 Highway 52 E. Bypass	Lafayette	TN	37083	Macon	3
1810 Foreman Drive	1810 Foreman Drive	Cookeville	TN	38501	Putnam	3
938 Upper Ferry Road	938 Upper Ferry Road	Carthage	TN	37030	Smith	3
851 South Willow Avenue	851 South Willow Avenue	Cookeville	TN	38501	Putnam	3
703 Lakeway Place	703 Lakeway Place	Tullahoma	TN	37388	COFFEE	3
5751 Uptain Road Suite 200	5751 Uptain Road	Chattanooga	TN	37411	Hamilton	3
Labor and Workforce Dev-Tullahoma	111 E Lincoln	Tullahoma	TN	37388	Coffee	3
THP-Cookeville	1291 S Walnut	Cookeville	TN	38501	Putnam	3
Driver License Station-Cookeville	4600 S Jefferson Av	Cookeville	TN	38506	Putnam	3
Upper Cumberland Regional Health	1100 England Dr	Cookeville	TN	38501	Putnam	3
THP Tiftonia	4121 Cummings Hwy	Chattanooga	TN	37419	Hamilton	3
Driver License Center-Bonney Oaks	6502 Bonney Oaks Dr	Chattanooga	TN	37416	Hamilton	3
303 Home Avenue	303 Home Avenue	Maryville	TN	37801	Blount	4
310 Court Street	310 Court Street, Suites A&B	Tazewell	TN	37879	Claiborne	4
316 East Elk Avenue	316 East Elk Avenue	Elizabethton	TN	37643	Carter	4
318 Home Avenue	318 Home Avenue	Maryville	TN	37801	Blount	4
307 East Broadway	307 East Broadway	Newport	TN	37821	Cocke	4
2600 Western Avenue	2600 Western Avenue	Knoxville	TN	37921	Knox	4
2555 Plymouth Road	2555 Plymouth Road	Johnson City	TN	37601	Washington	4
2557 Plymouth Road	2557 Plymouth Road	Johnson City	TN	37601	Washington	4
430 Montbrook Lane	430 Montbrook Lane	Knoxville	TN	37919	Knox	4
400 Harriett Tubman Street	400 Harriett Tubman Street	Knoxville	TN	37915	Knox	4
4017 Highway 66 South	4017 Highway 66 South	Rogersville	TN	37857	Hawkins	4
370 Cold Springs Road	370 Cold Springs Road	Mountain City	TN	37683	Johnson	4
3711 Middlebrook	3711 Middlebrook	Knoxville	TN	37921	Knox	4
3769 Highway 11 West	3769 Highway 11 West	Blountville	TN	37617	Sullivan	4
907 Buffalo Street	907 Buffalo Street	Johnson City	TN	37604	Washington	4

8421 Rutledge Pike	8421 Rutledge Pike	Rutledge	TN	37861	Grainger	4
836 East Second Street	836 East Second Street	Elizabethton	TN	37643	Carter	4
815 Dolly Parton Parkway	815 Dolly Parton Parkway	Sevierville	TN	37862	Sevier	4
761 Emory Valley Drive	761 Emory Valley Drive	Oak Ridge	TN	37830	Anderson	4
724 Ohio Avenue	724 Ohio Avenue	Erwin	TN	37650	Unicoi	4
707 North Eastman Road	707 North Eastman Road	Kingsport	TN	37660	Sullivan	4
613 West Highway 11 East	613 West Highway 11 East	New Market	TN	37820	Jefferson	4
615 West Broadway	615 West Broadway	Newport	TN	37821	Cocke	4
601 5th Street	601 5th Street	Jellico	TN	37762	Campbell	4
601 Concord Street	601 Concord Street	Knoxville	TN	37919	Knox	4
5401 Kingston Pike Suite 300	5401 Kingston Pike, Suite 300	Knoxville	TN	37919	Knox	4
4420 Whittle Springs Road	4420 Whittle Springs Road	Knoxville	TN	37917	Knox	4
4717 Lake Park Drive	4717 Lake Park Drive	Johnson City	TN	37615	Washington	4
2416 W. Andrew Johnson Hwy.	2416 W. Andrew Johnson Hwy.	Morristown	TN	37814	Hamblen	4
2305 Silverdale Road	2305 Silverdale Road	Johnson City	TN	37601	Washington	4
2221 Jacksboro Pike	2221 Jacksboro Pike, Suite C19B	Lafollette	TN	37766	Campbell	4
222 Bowman Road	222 Bowman Road	Morristown	TN	37813	Hamblen	4
2178 Highway 25 East Suite 1	2178 Highway 25 East, Suite 1	Tazewell	TN	37879	Claiborne	4
2193 Feathers Chapel Road	2193 Feathers Chapel Road	Blountville	TN	37617	Sullivan	4
209 East Main Street	209 East Main Street	Morristown	TN	37814	Hamblen	4
206 Cherokee Park Dr.	206 Cherokee Park Dr., Suite 3	Elizabethton	TN	37643	Carter	4
207 North Boone Street	207 North Boone Street	Johnson City	TN	37604	Washington	4
204 High Point Drive	204 High Point Drive	Johnson City	TN	37601	Washington	4
1908-12 Bowater Dr. Ste.8-12	1908-12 Bowater Dr., Ste.8-12	Kingsport	TN	37660	Sullivan	4
195 Freckle Court	195 Freckle Court	Johnson City	TN	37601	Washington	4
196 Freckle Court	196 Freckle Court	Johnson City	TN	37601	Washington	4
182 Frank L. Diggs	182 Frank L. Diggs, Suite 100	Clinton	TN	37716	Anderson	4
4131 Appalachian Way	4131 Appalachian Way	Knoxville	TN	37918	Knox	4
1609 College Park Drive	1609 College Park Drive	Morristown	TN	37813	Hamblen	4
1403 Main Street	1403 Main Street	Maynardville	TN	37807	Union	4
1426 Elm Street	1426 Elm Street	Knoxville	TN	37921	Knox	4
1329 Highway 394 Suites A and B	1329 Highway 394, Suites A and B	Blountville	TN	37617	Sullivan	4
127 Joy Street	127 Joy Street	Sevierville	TN	37862	Sevier	4
128 Serral Drive	128 Serral Drive	Greeneville	TN	37744	Greene	4
129 South Broad Street	129 South Broad Street	New Tazewell	TN	37825	Claiborne	4
1210 Hal Henard Road	1210 Hal Henard Road	Greeneville	TN	37743	Greene	4
1216 Graduate Drive	1216 Graduate Drive	Sevierville	TN	37862	Sevier	4
1220 Graduate Drive	1220 Graduate Drive	Sevierville	TN	37862	Sevier	4
INACTIVE 1801 Russell Ave.	1801 Russell Ave.	Jefferson City	TN	37760	Jefferson	4
115 Allensville Road	115 Allensville Road	Sevierville	TN	37876	Sevier	4
114 Court Street	114 Court Street	Mountain City	TN	37683	Johnson	4
1107 Jackson Blvd. Unit S1	1107 Jackson Blvd., Unit S1	Jonesborough	TN	37659	Washington	4
1108 Gateway Service Park Road	1108 Gateway Service Park Road	Morristown	TN	37813	Hamblen	4
111 Campbell Drive	111 Campbell Drive	Sneedville	TN	37869	Hancock	4
111 Ellison Road	111 Ellison Road	Lafollette	TN	37766	Campbell	4
110 W. Centre Stage Rd	110 W. Centre Stage Rd	Clinton	TN	37716	Anderson	4
1060 Wilcox Court	1060 Wilcox Court	Kingsport	TN	37660	Sullivan	4
1050 and 1052 South Hwy. 92	1050 and 1052 South Hwy. 92	Dandridge	TN	37725	Jefferson	4
103 East Walnut Street	103 East Walnut Street	Johnson City	TN	37601	Washington	4
600 Business Park Lane	600 Business Park Lane	Knoxville	TN	37922	KNOX	4
204 Freckles Court	204 Freckles Court	Johnson City	TN	37605	Washington	4
1741, 1743, 1745 Hwy 19 E	1741 Highway 19 East	Elizabethton	TN	37643	Carter	4
8417 Kingston Pike	8417 Kingston Pike	Knoxville	TN	37919	Knox	4
990 Hwy 25-70 N	990 Hwy 25-70 N	Newport	TN	37821	Cocke	4
110 KLM Dr, Suite 8	110 KLM Dr, Suite 8	Johnson City	TN	37615	Washington	4
724 Dutch Valley Dr	724 Dutch Valley Dr	Knoxville	TN	37918	Knox	4
2815 West Market Street	2815 West Market Street	Johnson City	TN	37904	Washington	4
2411 Business Center Circle	2411 Business Center Circle	Sevierville	TN	37876	Sevier	4
143 Blountville By-Pass	143 Blountville By-Pass	Blountville	TN	37617	Sullivan	4
221 Gore Road	221 Gore Road	Knoxville	TN	37919	Knox	4
417 West Elk Avenue	417 West Elk Avenue	Elizabethton	TN	37643	Carter	4
119 Union Valley Drive, Suite 100	119 Union Valley Drive	Oak Ridge	TN	37830	Anderson	4
111 Union Valley Drive	111 Union Valley Drive	Oak Ridge	TN	37830	Anderson	4

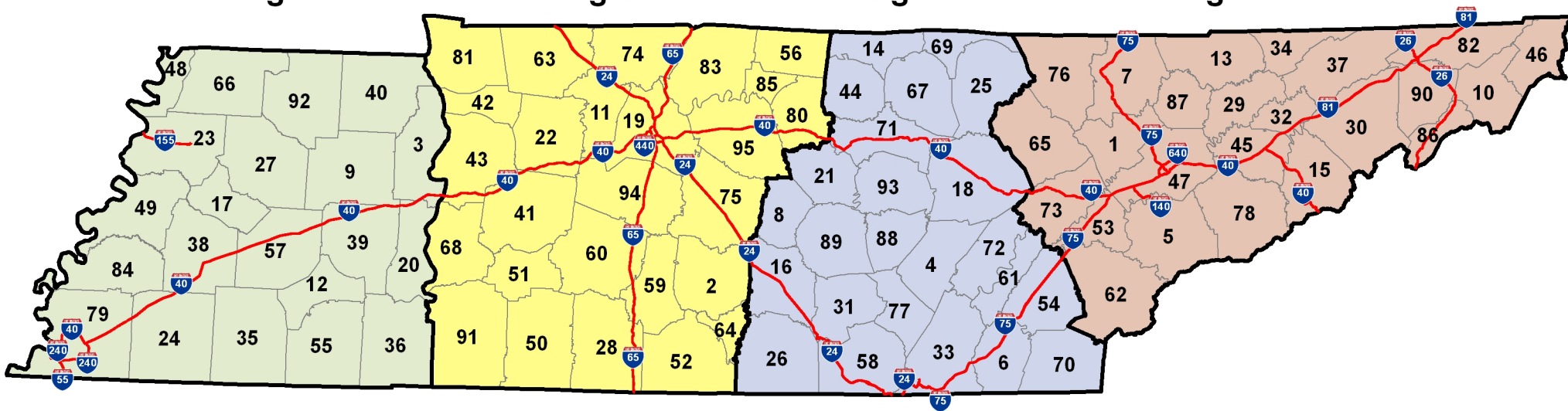
9047 Executive Park Drive	9047 Executive Park Drive	Knoxville	TN	37914	Knox	4
Green McAdoo Museum	101 School Street	Clinton	TN	37716	Anderson	4
2001 Waters Edge Drive	2001 Waters Edge Drive	Johnson City	TN	37604	Washington	4
505 Main Street	505 Main Street	Knoxville	TN	37902	Knox	4
520 West Summit Hill Drive	520 West Summit Hill Drive	Knoxville	TN	37902	Knox	4
625 Clinch Ave. Parking	625 Clinch Ave.	Knoxville	TN	37902	Knox	4
340 Heritage Blvd.	340 Heritage Blvd.	Newport	TN	37821	Cocke	4
Parking Lot - Garage at Walnut Street Summit Hill	Walnut Street Parking Garage Summit Hill	Knoxville	TN	37902	Knox	4
508 Princeton Road Suite 304	508 Princeton Road Suite 304	Johnson City	TN	37061	Washington	4
1228 Circle Drive	1228 Circle Drive	Dandridge	TN	37758	Jefferson	4
190 Serral Drive	190 Serral Drive	Greeneville	TN	37745	Greene	4
244 South Calderwood St.	244 South Calderwood St.	Alcoa	TN	37701	Blount	4
563 Main Street	563 Main Street	Jacksboro	TN	37757	Campbell	4
219 W Depot Street	219 W Depot Street	Greeneville	TN	37743	Greene	4
5788 Bobby Hicks Hwy	5788 Bobby Hicks Hwy	Gray	TN	37615	Washington	4
1077 E. Morris Blvd	1077 E. Morris Blvd	Morristown	TN	37813	Hamblen	4
475 Oak Ridge Turnpike	475 Oak Ridge Turnpike	Oak Ridge	TN	37830	Anderson	4
6906 Kingston Pike, Ste 103	6906 Kingston Pike, Ste 103	Knoxville	TN	37919	Knox	4
1551 East Morris Blvd	1551 East Morris Boulevard Ste B&C	Morristown	TN	37814	Hamblen	4
Pellissippi (PSCC)	7201 Strawberry Plains Pike	Knoxville	TN	37914	Knox	4
3300 Browns Mill Road	3300 Browns Mill Road	Johnson City	TN	37604	Washington	4
PENDING 3425 Highway 126	3425 Highway 126	Blountville	TN	37617	Sullivan	4
2567 Buffalo Trail	2567 Buffalo Trail	Morristown	TN	37814	Hamblen	4
304 Home Avenue Suite A	304 Home Avenue, Suite A	Maryville	TN	37801	Blount	4
980 Old Stage Road	980 Old Stage Road	Greeneville	TN	37745	Greene	4
117 Mine Lane	117 Mine Lane	Jacksboro	TN	37757	Campbell	4
110 Old Hwy 411	110 Old Hwy 411	Newport	TN	37821	Cocke	4
7610 Gleason Drive Suite 201	7610 Gleason Drive	Knoxville	TN	37919	Knox	4
116 South David Lane	116 South David Lane	Knoxville	TN	37922	Knox	4
THP Knoxville Straw Plains	1755 Neals Commerce Ln	Knoxville	TN	37914	Knox	4
440 Eastern Plaza Way	440 Eastern Plaza Way	Newport	TN	37821	Cocke	4
Labor and Workforce Dev - Kingsport	1140 East Center	Kingsport	TN	37660	Sullivan	4
NE Regional Health Office	185 Treasure Lane	Johnson City	TN	37601	Washington	4
THP District 5 Fall Branch	184 Joe McCary Rd	Fall Branch	TN	37601	Washington	4
Driver License and THP-John Exum	707 John Exum Pkwy	Johnson City	TN	37601	Washington	4
NE Regional Health Office - Annex	185 Treasure Lane	Johnson City	TN	37601	Washington	4
Labor and Workforce Dev-Johnson City	206 High Point Dr	Johnson City	TN	37601	Washington	4
Knoxville State Plaza - 2700 Middlebrook	2700 Middlebrook Pk	Knoxville	TN	37921	Knox	4
East TN Regional Health	2101 Medical Center Way	Knoxville	TN	37920	Knox	4
THP - District 1 - Knoxville	7601 Kingston Pk	Knoxville	TN	37919	Knox	4
Driver License Station-Knoxville	7320 Region Ln	Knoxville	TN	37914	Knox	4
TBI - Knoxville	1791 Neals Commerce Ln	Knoxville	TN	37621	Knox	4
THP Knoxville Straw Plains - Impound Lot	1755 Neals Commerce Ln	Knoxville	TN	37914	Knox	4

Region 4

Region 3

Region 2

Region 1



Alphabetical List of Counties in Tennessee

01 Anderson	17 Crockett	33 Hamilton	49 Lauderdale	65 Morgan	81 Stewart
02 Bedford	18 Cumberland	34 Hancock	50 Lawrence	66 Obion	82 Sullivan
03 Benton	19 Davidson	35 Hardeman	51 Lewis	67 Overton	83 Sumner
04 Bledsoe	20 Decatur	36 Hardin	52 Lincoln	68 Perry	84 Tipton
05 Blount	21 DeKalb	37 Hawkins	53 Loudon	69 Pickett	85 Trousdale
06 Bradley	22 Dickson	38 Haywood	54 McMinn	70 Polk	86 Unicoi
07 Campbell	23 Dyer	39 Henderson	55 McNairy	71 Putnam	87 Union
08 Cannon	24 Fayette	40 Henry	56 Macon	72 Rhea	88 Van Buren
09 Carroll	25 Fentress	41 Hickman	57 Madison	73 Roane	89 Warren
10 Carter	26 Franklin	42 Houston	58 Marion	74 Robertson	90 Washington
11 Cheatham	27 Gibson	43 Humphreys	59 Marshall	75 Rutherford	91 Wayne
12 Chester	28 Giles	44 Jackson	60 Maury	76 Scott	92 Weakley
13 Claiborne	29 Grainger	45 Jefferson	61 Meigs	77 Sequatchie	93 White
14 Clay	30 Greene	46 Johnson	62 Monroe	78 Sevier	94 Williamson
15 Cocke	31 Grundy	47 Knox	63 Montgomery	79 Shelby	95 Wilson
16 Coffee	32 Hamblen	48 Lake	64 Moore	80 Smith	