



**STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS  
FOR  
STATEWIDE CONTRACT (SWC) 182  
ELEVATOR MAINTENANCE, MODERNIZATION, AND REPAIR**

**RFP # 32110-23182**

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## 1. INTRODUCTION

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The State of Tennessee, Department of General Services, Central Procurement Office, 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

The purpose of this RFP is to award a Statewide Contract (SWC) to ensure the maintenance, repair, modernization, and testing of elevators, escalators, dumbwaiters, dock levelers, and wheelchair lifts for the State of Tennessee and other Authorized Users. It is the intent of this Contract that the Contractor provides full equipment maintenance, repair, modernization, and testing services for elevators, escalators, dumbwaiters, dock levelers, and wheelchair lifts to ensure their safety and function and to keep all units current with Local and State code requirements.

Due to changing scope of services and unpredictable nature of the need for extra services in the elevator industry, the State cannot predict the overall amount of maintenance, repair, modernization, or testing total purchases that will be made during this Contract.

Exhibit 1 below summarizes total purchases by the State and Authorized Users for the maintenance, repair, modernization, and testing of elevators, escalators, dumbwaiters, dock levelers, and wheelchair lifts during the current contract that expires on March 31, 2024, by contract year.

NOTE: Historical purchase volume is for reference only and should not be used as an indicator of elevator, escalator, dumbwaiter, dock leveler, or wheelchair lift spend moving forward.

Exhibit 1

| <b>Total Purchases of Elevator Services from April 1, 2019 to March 31, 2023</b> |                      |
|--|----------------------|
| <b>Contract Year:</b>  | <b>Total Amount:</b> |
| April 1, 2019 – March 31, 2020   | \$436,171.72         |
| April 1, 2020 – March 31, 2021   | \$540,678.77         |
| April 1, 2021 – March 31, 2022   | \$361,907.77         |
| April 1, 2022 – March 31, 2023   | \$608,627.63         |

### 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 # 32110-23182**

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:

Seth Lake  
 Central Procurement Office  
 Department of General Services  
 WRS Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L. Parks Ave. Nashville, TN 37243  
 615-507-6930  
 Seth.Lake@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/general-services/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

Central Procurement Office  
 Department of General Services  
 WRS Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L. Parks Ave., Nashville, TN 37243  
 615-741-3836

- 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. **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 not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held via TEAMS:

### **Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 244 071 875 537

Passcode: ZfKXnf

[Download Teams](#) | [Join on the web](#)

### **Join with a video conferencing device**

stateoftn@m.webex.com

Video Conference ID: 112 797 401 9

[Alternate VTC instructions](#)

### **Or call in (audio only)**

[+1 629-209-4396,,758900074#](#) United States, Nashville

Phone Conference ID: 758 900 074#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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<br>(central time zone) | DATE                   |
|--|-----------------------------|------------------------|
| 1. RFP Issued  |                             | January 17, 2024       |
| 2. Disability Accommodation Request Deadline   | 2:00 p.m.                   | January 22, 2024       |
| 3. Pre-response Conference   | 11:00 a.m.                  | January 23, 2024       |
| 4. Notice of Intent to Respond Deadline  | 2:00 p.m.                   | January 24, 2024       |
| 5. Written "Questions & Comments" Deadline   | 2:00 p.m.                   | January 29, 2024       |
| 6. State Response to Written "Questions & Comments"  |                             | February 5, 2024       |
| 7. Response Deadline   | 2:00 p.m.                   | February 9, 2024       |
| 8. State Completion of Technical Response Evaluations  |                             | February 22, 2024      |
| 9. State Opening & Scoring of Cost Proposals   | 2:00 p.m.                   | February 23, 2024      |
| 10. Negotiations (Optional)  |                             | February 23 – 28, 2024 |
| 11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | 2:00 p.m.                   | February 29, 2024      |
| 12. End of Open File Period  |                             | March 7, 2024          |
| 13. State sends contract to Contractor for signature   |                             | March 8, 2024          |
| 14. Contractor Signature Deadline  | 2:00 p.m.                   | March 12, 2024         |

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

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#### 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 original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

#### 3.2.1.1. Digital Media Submission

##### 3.2.1.1.1. 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 #32110-23182 TECHNICAL RESPONSE ORIGINAL"**

and three (3) 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 #32110-23182 TECHNICAL RESPONSE COPY"**

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

##### 3.2.1.1.2. 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 #32110-23182 COST PROPOSAL"**

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

#### 3.2.1.2. E-mail Submission

##### 3.2.1.2.1. 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 #32110-23182 TECHNICAL RESPONSE"**

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

#### 3.2.1.2.2. 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 #32110-23182 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 #32110-23182 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 #32110-23182 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 #32110-23182 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:

Seth Lake  
 Central Procurement Office  
 Department of General Services  
 WRS Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L. Parks Ave. Nashville, TN 37243  
 (615)507-6930  
 Seth.Lake@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

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### 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](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

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### 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 |
|---|-------------------------|
| <b>General Qualifications &amp; Experience</b><br>(refer to RFP Attachment 6.2., Section B)             | <b>15</b>               |
| <b>Technical Qualifications, Experience &amp; Approach</b><br>(refer to RFP Attachment 6.2., Section C) | <b>55</b>               |
| <b>Cost Proposal</b><br>(refer to RFP Attachment 6.3.)  | <b>30</b>               |

### 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 # 32112-23182 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 &amp; 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.<br><br>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 a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.  |           |

| <b>RESPONDENT LEGAL ENTITY NAME:</b>  |                  |  |                  |
|---|------------------|--|------------------|
| <b>Response Page # (Respondent completes)</b>                                   | <b>Item Ref.</b> | <b>Section A— Mandatory Requirement Items</b>  | <b>Pass/Fail</b> |
|   | <b>A.5.</b>      | Provide a copy of the Respondent's active BC-17 Contractor License from the State of Tennessee Department of Commerce and Insurance. |                  |
| <i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i> |                  |  |                  |

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; 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.

| <b>RESPONDENT LEGAL ENTITY NAME:</b>             |                  |   |
|--|------------------|---|
| <b>Response Page #</b><br>(Respondent completes) | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|  | <b>B.1.</b>      | Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.   |
|  | <b>B.2.</b>      | 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>B.3.</b>      | Detail the number of years the Respondent has been in business.   |
|  | <b>B.4.</b>      | Briefly describe how long the Respondent has been providing the goods or services required by this RFP.   |
|  | <b>B.5.</b>      | Describe the Respondent's number of employees, client base, and location of offices.  |
|  | <b>B.6.</b>      | 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>B.7.</b>      | 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>B.8.</b>      | 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>B.9.</b>      | 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.<br><br>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>B.10.</b>     | 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 #<br>(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"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(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></li> <li>(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.</li> </ul>   |
|   | B.15.     | Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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.</li> <li>(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"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(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"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul> |



## RFP ATTACHMENT 6.2. — SECTION B (continued)

|  |                  |   |
|--|------------------|---|
| <b>RESPONDENT LEGAL ENTITY NAME:</b>             |                  |   |
| <b>Response Page #</b><br>(Respondent completes) | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|  |                  | <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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> 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>B.16.</b>     | <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>B.17.</b>     | <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><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b><br/>(maximum possible score = 15)</p>   |
| State Use – Evaluator Identification:            |                  |   |

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; 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 |
|  | <b>C.1.</b> | Provide a narrative that illustrates the Respondent's understanding of the State's requirements and workload demand.  |            | <b>10</b>         |                    |
|  | <b>C.2.</b> | Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's timeline requirements proposed in this RFP.   |            | <b>10</b>         |                    |
|  | <b>C.3.</b> | Provide a narrative that illustrates how the Respondent will manage the workload of the State, ensure timely completion of the scope of services, and accomplish required objectives within the agreed upon timeline(s).  |            | <b>20</b>         |                    |
|  | <b>C.4.</b> | Provide a sample invoice for a facility receiving Normal Maintenance service(s) on at least two (2) Conveyances demonstrating that the Respondent understands the Invoice Requirements listed in the Terms and Conditions, Section C.5.<br><br><b>Note:</b> Cost is not allowed to be provided in this section of the RFP. Therefore, for any amounts, please use "\$XXX.XX" in place of numbers. |            | <b>5</b>          |                    |
|  | <b>C.5.</b> | Provide a narrative and sample plan that illustrates how the Respondent will fulfill the Asset Management Plan (AMP) requirement as defined in the Specifications.  |            | <b>5</b>          |                    |
|  | <b>C.6.</b> | Provide a narrative and photo(s) that illustrate the Respondent's understanding of the State's requirements for uniforms identifying the Respondent's personnel on-site as Contractor personnel and plans to fulfill the obligation.  |            | <b>5</b>          |                    |
|  | <b>C.7.</b> | Provide a narrative that illustrates how the Respondent will fulfill the obligations relating to High Security Facilities as detailed in the Specifications.  |            | <b>5</b>          |                    |
|  | <b>C.8.</b> | Provide a narrative demonstrating the Respondent's knowledge of the American Society of Mechanical Engineers (ASME) Handbooks and Codes adopted by the State and how you plan to fulfill their obligations and duties.  |            | <b>10</b>         |                    |

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

| <b>RESPONDENT LEGAL ENTITY NAME:</b>   |                  |   |  |                          |   |
|--|------------------|---|--|--------------------------|---|
| <b>Response Page # (Respondent completes)</b>  | <b>Item Ref.</b> | <b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>   | <b>Item Score</b>                              | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b>   |
|  | <b>C.9.</b>      | Provide a narrative outlining a brief history of the Respondent’s company and how you differentiate yourself from competitors in the marketplace.   |  | <b>10</b>                |   |
|  | <b>C.10.</b>     | Provide a narrative briefly summarizing at least five (5) examples of current Elevator Maintenance service contracts that the Respondent currently services that are of similar size or larger than the Scope of this Contract. |  | 10                       |   |
|  | <b>C.11.</b>     | Provide a narrative briefly summarizing at least five (5) examples of a Conveyance Modernization project completed within the last three (3) years.   |  | 10                       |   |
| <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> |                  |   |  |                          | <b>Total Raw Weighted Score:</b><br><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>  |                  |   | <b>X 55</b><br><i>(maximum possible score)</i> | <b>= SCORE:</b>          |   |
| <i>State Use – Evaluator Identification:</i>   |                  |   |  |                          |   |
| <i>State Use – Solicitation Coordinator Signature, Printed Name &amp; 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.

| <b>RESPONDENT SIGNATURE:</b>                       |               |                   |                                    |
|--|---------------|-------------------|------------------------------------|
| <b>PRINTED NAME &amp; TITLE:</b>                   |               |                   |                                    |
| <b>DATE:</b>                                       |               |                   |                                    |
| <b>RESPONDENT LEGAL ENTITY NAME:</b>               |               |                   |                                    |
| Cost Item Description                              | Proposed Cost | State Use Only    |                                    |
|  |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Elevator, Hydraulic Passenger, 2-3 Floors, Monthly | \$<br>/ MONTH | 2600              |                                    |
| Elevator, Hydraulic Passenger, 4-5 Floors, Monthly | \$<br>/ MONTH | 120               |                                    |
| Elevator, Hydraulic Passenger, 6+ Floors, Monthly  | \$<br>/ MONTH | 100               |                                    |
| Elevator, Hydraulic Freight, 2-3 Floors, Monthly   | \$<br>/ MONTH | 360               |                                    |
| Elevator, Hydraulic Freight, 4-5 Floors, Monthly   | \$<br>/ MONTH | 140               |                                    |
| Elevator, Hydraulic Freight, 6+ Floors, Monthly    | \$<br>/MONTH  | 60                |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:                               |               |                   |                                    |
|---|---------------|-------------------|------------------------------------|
| Cost Item Description                                       | Proposed Cost | State Use Only    |                                    |
|   |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Elevator, Belted Traction Passenger, 2-3 Floors, Monthly    | \$ / MONTH    | 1                 |                                    |
| Elevator, Belted Traction Passenger, 4-5 Floors, Monthly    | \$ / MONTH    | 160               |                                    |
| Elevator, Belted Traction Passenger, 6-10 Floors, Monthly   | \$ / MONTH    | 1                 |                                    |
| Elevator, Belted Traction Freight, 2-3 Floors, Monthly      | \$ / MONTH    | 1                 |                                    |
| Elevator, Belted Traction Freight, 4-5 Floors, Monthly      | \$ / MONTH    | 1                 |                                    |
| Elevator, Belted Traction Freight, 6-10 Floors, Monthly     | \$ / MONTH    | 1                 |                                    |
| Elevator, Geared Traction Passenger, 2-3 Floors, Monthly    | \$ / MONTH    | 430               |                                    |
| Elevator, Geared Traction Passenger, 4-5 Floors, Monthly    | \$ / MONTH    | 180               |                                    |
| Elevator, Geared Traction Passenger, 6-10 Floors, Monthly   | \$ / MONTH    | 1                 |                                    |
| Elevator, Geared Traction Freight, 2-3 Floors, Monthly      | \$ / MONTH    | 1                 |                                    |
| Elevator, Geared Traction Freight, 4-5 Floors, Monthly      | \$ / MONTH    | 1                 |                                    |
| Elevator, Geared Traction Freight, 6-10 Floors, Monthly     | \$ / MONTH    | 1                 |                                    |
| Elevator, Gearless Traction Passenger, 2-3 Floors, Monthly  | \$ / MONTH    | 120               |                                    |
| Elevator, Gearless Traction Passenger, 4-5 Floors, Monthly  | \$ / MONTH    | 180               |                                    |
| Elevator, Gearless Traction Passenger, 6-10 Floors, Monthly | \$ / MONTH    | 1                 |                                    |
| Elevator, Gearless Traction Freight, 2-3 Floors, Monthly    | \$ / MONTH    | 60                |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:                             |               |                   |                                    |
|---|---------------|-------------------|------------------------------------|
| Cost Item Description                                     | Proposed Cost | State Use Only    |                                    |
|   |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Elevator, Gearless Traction Freight, 4-5 Floors, Monthly  | \$ / MONTH    | 1                 |                                    |
| Elevator, Gearless Traction Freight, 6-10 Floors, Monthly | \$ / MONTH    | 1                 |                                    |
| Escalator, 2-3 Floors, Monthly                            | \$ / MONTH    | 1                 |                                    |
| Escalator, 4+ Floors, Monthly                             | \$ / MONTH    | 1                 |                                    |
| Dumbwaiter, 2-3 Floors, Monthly                           | \$ / MONTH    | 1200              |                                    |
| Wheelchair Lift, 1-3 Floors, Monthly                      | \$ / MONTH    | 360               |                                    |
| Dock Leveler, Each, Quarterly                             | \$ / QUARTER  | 20                |                                    |
| Routine Response, Mechanic, Per Hour                      | \$ / HOUR     | 700               |                                    |
| Priority Response, Mechanic, Per Hour                     | \$ / HOUR     | 300               |                                    |
| Routine Response, Helper, Per Hour                        | \$ / HOUR     | 1                 |                                    |
| Priority Response, Helper, Per Hour                       | \$ / HOUR     | 1                 |                                    |
| Routine Response, Adjustor, Per Hour                      | \$ / HOUR     | 1                 |                                    |
| Priority Response, Adjustor, Per Hour                     | \$ / HOUR     | 1                 |                                    |
| Trip Charge - Anderson County, Per Trip                   | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Bedford County, Per Trip                    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Benton County, Per Trip                     | \$ / TRIP     | 1                 |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:             |               |                   |                                    |
|---|---------------|-------------------|------------------------------------|
| Cost Item Description                     | Proposed Cost | State Use Only    |                                    |
|   |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Trip Charge - Bledsoe County, Per Trip    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Blount County, Per Trip     | \$ / TRIP     | 37                |                                    |
| Trip Charge - Bradley County, Per Trip    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Campbell County, Per Trip   | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Cannon County, Per Trip     | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Carroll County, Per Trip    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Carter County, Per Trip     | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Cheatham County, Per Trip   | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Chester County, Per Trip    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Claiborne County, Per Trip  | \$ / TRIP     | 7                 |                                    |
| Trip Charge - Clay County, Per Trip       | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Cocke County, Per Trip      | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Coffee County, Per Trip     | \$ / TRIP     | 67                |                                    |
| Trip Charge - Crockett County, Per Trip   | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Cumberland County, Per Trip | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Davidson County, Per Trip   | \$ / TRIP     | 377               |                                    |
| Trip Charge - Decatur County, Per Trip    | \$ / TRIP     | 1                 |                                    |
| Trip Charge - DeKalb County, Per Trip     | \$ / TRIP     | 1                 |                                    |
| Trip Charge - Dickson County, Per Trip    | \$ / TRIP     | 13                |                                    |
| Trip Charge - Dyer County, Per Trip       | \$ / TRIP     | 1                 |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:            |               |                   |                                    |
|--|---------------|-------------------|------------------------------------|
| Cost Item Description                    | Proposed Cost | State Use Only    |                                    |
|  |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Trip Charge - Fayette County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Fentress County, Per Trip  | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Franklin County, Per Trip  | \$/ TRIP      | 7                 |                                    |
| Trip Charge - Gibson County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Giles County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Grainger County, Per Trip  | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Greene County, Per Trip    | \$/ TRIP      | 7                 |                                    |
| Trip Charge - Grundy County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Hamblen County, Per Trip   | \$/ TRIP      | 7                 |                                    |
| Trip Charge - Hamilton County, Per Trip  | \$/ TRIP      | 33                |                                    |
| Trip Charge - Hancock County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Hardeman County, Per Trip  | \$/ TRIP      | 27                |                                    |
| Trip Charge - Hardin County, Per Trip    | \$/ TRIP      | 23                |                                    |
| Trip Charge - Hawkins County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Haywood County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Henderson County, Per Trip | \$/ TRIP      | 7                 |                                    |
| Trip Charge - Henry County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Hickman County, Per Trip   | \$/ TRIP      | 37                |                                    |
| Trip Charge - Houston County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Humphreys County, Per Trip | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Jackson County, Per Trip   | \$/ TRIP      | 1                 |                                    |



## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:             |               |                   |                                    |
|---|---------------|-------------------|------------------------------------|
| Cost Item Description                     | Proposed Cost | State Use Only    |                                    |
|   |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Trip Charge - Jefferson County, Per Trip  | \$/ TRIP      | 3                 |                                    |
| Trip Charge - Johnson County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Knox County, Per Trip       | \$/ TRIP      | 67                |                                    |
| Trip Charge - Lake County, Per Trip       | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Lauderdale County, Per Trip | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Lawrence County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Lewis County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Lincoln County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Loudon County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - McMinn County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - McNairy County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Macon County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Madison County, Per Trip    | \$/ TRIP      | 47                |                                    |
| Trip Charge - Marion County, Per Trip     | \$/ TRIP      | 10                |                                    |
| Trip Charge - Marshall County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Maury County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Meigs County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Monroe County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Montgomery County, Per Trip | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Moore County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Morgan County, Per Trip     | \$/ TRIP      | 27                |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:             |               |                   |                                    |
|---|---------------|-------------------|------------------------------------|
| Cost Item Description                     | Proposed Cost | State Use Only    |                                    |
|   |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Trip Charge - Obion County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Overton County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Perry County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Pickett County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Polk County, Per Trip       | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Putnam County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Rhea County, Per Trip       | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Roane County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Robertson County, Per Trip  | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Rutherford County, Per Trip | \$/ TRIP      | 53                |                                    |
| Trip Charge - Scott County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Sequatchie County, Per Trip | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Sevier County, Per Trip     | \$/ TRIP      | 30                |                                    |
| Trip Charge - Shelby County, Per Trip     | \$/ TRIP      | 90                |                                    |
| Trip Charge - Smith County, Per Trip      | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Stewart County, Per Trip    | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Sullivan County, Per Trip   | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Sumner County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Tipton County, Per Trip     | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Trousdale County, Per Trip  | \$/ TRIP      | 1                 |                                    |
| Trip Charge - Unicoi County, Per Trip     | \$/ TRIP      | 1                 |                                    |

## RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME:                         |                       |               |                   |                                    |
|---|-----------------------|---------------|-------------------|------------------------------------|
|   | Cost Item Description | Proposed Cost | State Use Only    |                                    |
|   |                       |               | Evaluation Factor | Evaluation Cost<br>(cost x factor) |
| Trip Charge - Union County, Per Trip                  | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Van Buren County, Per Trip              | \$/ TRIP              | 33            |                   |                                    |
| Trip Charge - Warren County, Per Trip                 | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Washington County, Per Trip             | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Wayne County, Per Trip                  | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Weakley County, Per Trip                | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - White County, Per Trip                  | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Williamson County, Per Trip             | \$/ TRIP              | 1             |                   |                                    |
| Trip Charge - Wilson County, Per Trip                 | \$/ TRIP              | 7             |                   |                                    |
| Modernization – Mechanic, Standard Rate, Per Hour     | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Mechanic, Non-Standard Rate, Per Hour | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Mechanic, Holiday Rate, Per Hour      | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Helper, Standard Rate, Per Hour       | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Helper, Non-Standard Rate, Per Hour   | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Helper, Holiday Rate, Per Hour        | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Foreman, Standard Rate, Per Hour      | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Foreman, Non-Standard Rate, Per Hour  | \$/ HOUR              | 5             |                   |                                    |
| Modernization – Foreman, Holiday Rate, Per Hour       | \$/ HOUR              | 5             |                   |                                    |
| Modernization Trip Charge – Region 1, Per Day         | \$/ DAY               | 5             |                   |                                    |
| Modernization Trip Charge – Region 2, Per Day         | \$/ DAY               | 5             |                   |                                    |

**RFP ATTACHMENT 6.3. (continued)**

| <b>RESPONDENT LEGAL ENTITY NAME:</b>   |               |                                     |                                    |
|--|---------------|-------------------------------------|------------------------------------|
| Cost Item Description  | Proposed Cost | State Use Only                      |                                    |
|  |               | Evaluation Factor                   | Evaluation Cost<br>(cost x factor) |
| Modernization Trip Charge – Region 3, Per Day  | \$/ DAY       | 5                                   |                                    |
| Modernization Trip Charge – Region 4, Per Day  | \$/ DAY       | 5                                   |                                    |
| Parts, Cost +15%, Each   | N/A           | N/A                                 | N/A                                |
| <b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):<br>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score.<br>Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. |               |                                     |                                    |
| $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$  |               | $\times 30$ (maximum section score) | =<br><b>SCORE:</b>                 |
| State Use – Solicitation Coordinator Signature, Printed Name & Date:   |               |                                     |                                    |

## 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 size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 # 32110-23182".

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 # 32110-23182 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:  
Seth Lake at Seth.Lake@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.**

|                        |  |
|------------------------|--|
| <b>NAME:</b>           |  |
| <b>TITLE:</b>          |  |
| <b>TELEPHONE #</b>     |  |
| <b>E-MAIL ADDRESS:</b> |  |

**(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.**





**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

|   | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  |
|---|------------------------|--|------------------------|--|------------------------|--|
| <b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b><br>(maximum: 15)             |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b><br>(maximum: 60) |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>COST PROPOSAL</b><br>(maximum: 25)                                       | <b>SCORE:</b>          |  | <b>SCORE:</b>          |  | <b>SCORE:</b>          |  |
| <b>TOTAL RESPONSE EVALUATION SCORE:</b><br>(maximum: 100)                   |                        |  |                        |  |                        |  |
| <i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>         |                        |  |                        |  |                        |  |

**RFP # 32110-23182 *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**

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

|                                     |                 |                          |                         |
|-------------------------------------|-----------------|--------------------------|-------------------------|
| <b>Begin Date</b>                   | <b>End Date</b> | <b>Agency Tracking #</b> | <b>Edison Record ID</b> |
| <b>Contractor Legal Entity Name</b> |                 |                          | <b>Edison Vendor ID</b> |

**Goods or Services Caption** (one line only)

|   |                                   |
|---|-----------------------------------|
| <b>Contractor</b><br><input checked="" type="checkbox"/> Contractor | <b>Assistance Listing Number#</b> |
|---|-----------------------------------|

| <b>Funding —</b> |              |                |                          |              |                              |
|------------------|--------------|----------------|--------------------------|--------------|------------------------------|
| <b>FY</b>        | <b>State</b> | <b>Federal</b> | <b>Interdepartmental</b> | <b>Other</b> | <b>TOTAL Contract Amount</b> |
|                  |              |                |                          |              |                              |
|                  |              |                |                          |              |                              |
|                  |              |                |                          |              |                              |
|                  |              |                |                          |              |                              |
|                  |              |                |                          |              |                              |
| <b>TOTAL:</b>    |              |                |                          |              |                              |

**Contractor Ownership Characteristics:**

- Minority Business Enterprise (MBE):
  - African American  Asian American  Hispanic American  Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Disabled Owned Business (DSBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Government  Non-Minority/Disadvantaged  Other:

**Selection Method & Process Summary** (mark the correct response to confirm the associated summary)

|  |   |
|--|---|
| <input type="checkbox"/> Competitive Selection | RFP   |
| <input type="checkbox"/> Other                 | Describe the selection process used and submit a Special Contract Request |

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

|                               |                                |
|-------------------------------|--------------------------------|
| <b>Speed Chart</b> (optional) | <b>Account Code</b> (optional) |
|-------------------------------|--------------------------------|



**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Elevator Maintenance, Modernization, and Repair, 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. Asset Management Plan (AMP): A report prepared by the Contractor for each Conveyance covered by this contract. The AMP shall specify examinations, tests, cleaning, lubrication, and adjustments to applicable components at regular intervals (in compliance with ASME A17.1 - 2016/CSA B44-16, Twenty-First Edition).
- b. Conveyance(s): Units and equipment such as elevators, escalators, dumbwaiters, dock levelers and wheelchair lifts.
- c. Cost-Plus: Pricing methodology defined as the Contractor shall invoice the Authorized User for all parts, materials, supplies, and equipment at Contractor's out-of-pocket cost ("Cost") plus 15% and minus any applicable sales or use tax as provided in Tenn. Code Ann. § 67-6-329.
- d. Electric Elevators: A geared or gearless traction elevators driven by cables, belts, or ropes over a wheel attached to an electrical motor.
- e. Emergency Response: A maintenance call from an Authorized User reporting either entrapment of a person(s) within a unit or indicating all elevators on a floor being out of service. The Contractor must be on-site within two (2) hours of an Emergency Response call.
- f. Escalation Tree: A document containing contact information for multiple layers of personnel to be utilized by either the Authorized User or Contractor in the event that either party has questions or concerns that must be addressed in a timely manner.
- g. Fire Testing: Monthly Firefighters' Emergency Operation Phase I and Phase II service testing required by ASME A17.1 – 2016, Chapter 8.6.11.1.
- h. Good Working Condition: means the Conveyance unit shall operate safely, smoothly and efficiently, within the equipment's tolerances for speed per minute, floor leveling, and all other specifications of the manufacturer of the equipment, and in compliance with the requirements of any applicable codes, inclusive of any and all testing requirements.
- i. High Security Facilities: Service locations requiring background checks of all on-site personnel in advance of service, forty-eight (48) hour notice before arrival, and an escort while on property.
- j. Hourly Rate: The rate, billed in increments of six (6) minute time blocks (0.1 hours), by the Contractor to the Authorized User for services provided during the Initial Inspection phase, from a Routine Response or Priority Response call from the Authorized User or during the Modernization of a Conveyance unit. Billing begins at the time the Contractor arrives at the Authorized User's facility and ends when the Contractor signs out of the facility.
- k. Modernization: Modernization refers to the process of alteration, renovating, upgrading, or modernizing the supporting machinery and controls to improve safety, efficiency, and

or the cosmetic appearance of a Conveyance unit. Modernization does not refer to the repair or replacement of Conveyance units.

- l. Normal Maintenance: A periodic process of routine examination and inspection and testing, cleaning, lubricating, and adjustment of parts, components, and subsystems for the purpose of ensuring performance in accordance with ASME A17.1-2010 or the most recent State adopted version of the ASME Safety Code. Normal Maintenance encompasses all parts and labor and is included in the monthly cost between the State and the Contractor.
- m. POTS: Means "Plain Old Telephone Service" and is sometimes referred to as a public switched telephone network. This is a traditional landline phone system.
- n. Periodic Testing: Periodic Testing as per ASME A.17.1-2016, Chapter 8.11.1.1.2 shall be performed by elevator personnel that are qualified to perform such tests. These tests shall be witnessed by an inspector employed by the authority having jurisdiction, or by persons authorized by the authority having jurisdiction.
- o. Priority Response: A maintenance call requiring the Contractor to be on-site within 24 hours or authorized to work outside of Regular Work Hours.
- p. Project Manager: An employee of the Contractor assigned to coordinate all communications to and from the State and the Authorized User during the Modernization process to keep all parties addressed of progress, delays, and other assorted milestones throughout the project to completion.
- q. Red-tagged: These units are to be considered out of service unless stated otherwise by the Authorized User's facility manager. If a unit is red tagged, no maintenance is needed, but the unit will still need testing and inspections to continue.
- r. Regular Work Hours: Monday through Friday 8:00 AM – 4:30 PM, excluding legal State holidays. A listing of State holidays can be found at <https://www.tn.gov/about-tn/state-holidays.html>. Any work conducted outside of Regular Work Hours must have prior written approval from an Authorized User.
- s. Renovation: Renovation refers to any purely cosmetic or aesthetic changes. Renovation does not refer to any repairs affecting the function of the unit.
- t. Repair: Reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable code requirements.
- u. Routine Response: A maintenance call requiring the Contractor to be on-site within one (1) business day within Regular Working Hours.
- v. Suspended: Unit is temporarily out of service. Suspended units still require maintenance and testing per State adopted ASME codes and State regulations.
- w. VOIP: Voice over Internet Protocol technology allowing users to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line.

#### A.3. Initial Inspection and Repair

- a. The Contractor must provide maintenance and services to units and equipment in Good Working Condition. At the start of the Contract, the Contractor shall inspect the unit and equipment at the Authorized User's request to determine the level of repair needed. Any unit or equipment initially reported to need repairs to be considered compliant, safe, and fully functional shall be subject to the applicable Hourly Rate and Cost-Plus rate.
- b. The initial inspection shall be subject to the applicable Hourly Rate.
- c. Should a unit or equipment be reported to need repairs after its initial inspection, a reasonable timeline shall be given to the Authorized User by the Contractor and agreed upon by both parties.
- d. Upon completion of the Initial Inspection and Repair period, the Contractor will add the unit or equipment to a Normal Maintenance schedule by accepting a purchase order from the Authorized User.

#### A.4. General Requirements

- a. The Contractor shall ensure compliance with all State adopted ASME standards and requirements as well as all State regulations.
- b. The Contractor shall always have available for immediate use a complete set of

pertinent equipment maintenance and repair tools and instruments. The intent and purpose of this requirement is for the Contractor to be able to complete all required service as needed in a single visit.

- c. The Contractor shall prepare and keep up to date an Asset Management Plan (AMP) for the use of the Authorized User to plan and budget for maintenance and upgrades in a proactive manner.
- d. Adjustment changes that are required due to ASME code and/or ADA changes, shall be made by the Contractor using the appropriate Hourly Rate and Cost-Plus methodology upon receiving a written request from the Authorized User. It is the responsibility of the Contractor to notify the Contract Administrator and any Authorized Users of necessary changes as soon as the Contractor is aware of pertinent code changes.

#### A.5. Normal Maintenance for Elevators

- a. Contractor shall provide Normal Maintenance services a minimum of once per month, to include all labor, equipment, and materials as outlined in, but not limited to, these specifications. Contractor shall maintain all Conveyances according to the original manufacturer's performance specifications or in accordance with the most recently adopted revision of ASME Standard A17.1, whichever is more stringent.
- b. Normal Maintenance Services for Hydraulic Elevators
  - (1) Inspect, clean and lubricate the equipment;
  - (2) Clean the machine room floor and the spill pan;
  - (3) Replace all missing or damaged warning signs;
  - (4) Ride each car to check for unusual noises and deficiencies in operation;
  - (5) Inspect and clean the car top and pit equipment;
  - (6) Check the oil in the tank;
  - (7) Inspect the jack plunger;
  - (8) Inspect the jack assembly and determine whether too much oil is leaking through;
  - (9) Inspect and clean the car photo eye or light screen;
  - (10) Inspect the car safety edge and retraction;
  - (11) Test the alarm button;
  - (12) Check the emergency switch;
  - (13) Inspect, clean, and lubricate the door tracks;
  - (14) Inspect the car lighting system;
  - (15) Inspect the elevator communication system;
  - (16) Replace broken or cracked call buttons or button covers;
  - (17) Inspect, clean, and lubricate the motor bearings;
  - (18) Inspect and clean the controller fuses and holders;
  - (19) Inspect and adjust the door speeds, door relating cable tension, and the car steadying plates;
  - (20) Check the stiles for cracks;
  - (21) Check infrared door opening/closing devices;
  - (22) Inspect and lubricate the car fan or blower;
  - (23) Inspect, lubricate, and clean the hall button contacts, the guide rails, the limit switches, the traveling cable, and the junction box cable;
  - (24) Inspect, adjust as may be required, check, repair, and replace and provide parts for all items identified above; and
  - (25) Provide Services as necessary to remedy or resolve the foregoing items
- c. All hydraulic elevator pits shall be thoroughly cleaned at least four (4) times per calendar year and listed on the invoice in each month performed. Any elevator hydraulic line that is leaking oil must be repaired or replaced. Pistons with visible oil running down shall be repacked and sealed. Contractor shall replace ballasts as needed. Contractor shall repair and replace all buttons, switches, lights, button lights, stop bells, key switches, stop switches or other controls when damaged by wear and tear.

- d. Standards for Hydraulic Elevators. Contractor shall observe, abide by, and ensure compliance with the following maintenance standards for the hydraulic elevators for Authorized Users of this contract.
- (1) Elevator door closing pressure must not exceed 30 LBF (pound force or torque);
  - (2) Elevator car doors and hoistways with 1/8" of play in doors opposite of direction of travel will be adjusted and/or door gibs will be replaced;
  - (3) Hoistway door rollers that are cut or torn more than 1/8" must be replaced;
  - (4) Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten;
  - (5) Top of car operating device speed shall not exceed 150 ft/minute;
  - (6) Elevator floor levels will be maintained plus or minus 3/8" of each landing;
  - (7) Roller guides that are cut or torn more than 1/8" will be replaced;
  - (8) Anti-creep shall maintain elevators within 1" of floor level irrespective of the position of the hoistway door;
  - (9) Slide guides with more than 1/8" play in any direction will be replaced;
  - (10) The relief valve shall be preset to open at a pressure not greater than 125% of working pressure and shall be sealed with lead seal;
  - (11) Flexible hydraulic connections shall have a bursting strength in accordance with ASME specifications (if possible, replace any flexible hydraulic connections with a hard pipe);
  - (12) Hoistway and car junction boxes will be securely fastened with covers in place;
  - (13) V-Belts that are cut or torn more than 1/8" will be replaced; and
  - (14) Inspect, check, repair, and replace and provide parts for all items identified above.
- e. Normal Maintenance for Traction Elevators. Contractor shall provide and perform the following maintenance services for traction elevators:
- (1) Inspect, clean, and lubricate the machine room equipment;
  - (2) Clean the car top, pit, and machine room;
  - (3) Replace all missing or damaged warning signs;
  - (4) Inspect the car leveling units, the alarm bell, the retiring cam and fastenings, the emergency stop switch and the sensitive edge and photo cells;
  - (5) Check the generator bearing oil level;
  - (6) Inspect and clean the controller's contacts;
  - (7) Inspect, clean, lubricate and adjust, as necessary, the car and counterweight rail lubricators;
  - (8) Inspect, clean and lubricate the machine worms and gears;
  - (9) Inspect, clean and lubricate the sleeve bearings;
  - (10) Check the oil governor cups;
  - (11) Check the operation of the hoistway hall button operation;
  - (12) Check all indicator lights, lanterns, bells, and gongs;
  - (13) Repair and replace all buttons, switches, lights, button lights, stop bells, key switches, stop switches or other controls when damaged by wear and tear or vandalism;
  - (14) Inspect the car lighting system;
  - (15) Replace ballasts as needed;
  - (16) Inspect, clean, and lubricate the car door tracks, sheaves and chains;
  - (17) Check door contact;
  - (18) Inspect the elevator communication system;
  - (19) Inspect, clean, and lubricate the car fan or blower;
  - (20) Inspect and lubricate the machine drum shielded bearings;
  - (21) Drain, flush and refill the generator (sleeve bearing jobs only);
  - (22) Inspect and clean the controller fuses, holders and connections;
  - (23) Inspect the controller dampening motor;
  - (24) Oil each bearing as needed;
  - (25) Inspect the controller dampening motor brushes;
  - (26) Check the controller voltages;
  - (27) Inspect the traveling cable;
  - (28) Inspect and clean the guide rails;
  - (29) Inspect the hoistway sheaves for cracks;



- (30) Make slow speed, no load, and safety tests in accordance with the standards set forth in the latest version of ASME standard A17.1;
- (31) Replace broken or cracked call buttons or button covers;
- (32) Check the operation of the service disconnect switch (if fused, check for heating); and
- (33) Provide Services as necessary to remedy or resolve the foregoing items.

- f. All traction elevator pits shall be thoroughly cleaned at least four times per calendar year and listed on monthly reports. Contractor shall replace ballasts as needed. Contractor shall repair and replace all buttons, switches, lights, button lights, stop bells, key switches, stop switches or other controls when damaged by wear and tear.
- g. Standards for Traction Elevators. Contractor shall observe, abide by, and ensure compliance with the following maintenance standards for traction elevators:
  - (1) Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
  - (2) Top of car operating device shall not operate at a speed exceeding 150 ft/min.
  - (3) Elevator car doors and hoistways with 1/8" of play in doors opposite of direction of travel will be adjusted and/or door gibs will be replaced.
  - (4) Elevator machine and generator commutators with mica showing or bars exceeding 1/32", will be turned and undercut.
  - (5) Elevator door closing pressure will not exceed 30 LBF (pound force or torque).
  - (6) Elevator floor levels will be maintained plus or minus 3/8" of each landing.
  - (7) Hoistway door rollers that are cut or torn more than 1/8" will be replaced.
  - (8) Roller guides that cut or torn more 1/8" will be replaced.
  - (9) Hoist ropes 3/8" in diameter reduced to 11/32" shall be replaced.
  - (10) Hoist ropes 7/16" in diameter reduced to 13/32" shall be replaced.
  - (11) Hoist ropes 1/2" in diameter reduced to 15/32" shall be replaced.
  - (12) Hoist ropes 9/16" in diameter reduced to 17/32" shall be replaced.
  - (13) Hoist ropes 5/8" in diameter reduced to 37/64" shall be replaced.
  - (14) Hoistway and car junction boxes will be securely fastened with covers in place;
  - (15) Elevator Traction Belts that are cut or torn more than 1/8" will be replaced; and
  - (16) Inspect, check, repair, and replace and provide parts for all items identified above.

A.6. Normal Maintenance Services for Escalators

- a. Contractor shall provide and perform, but not be limited to, the following maintenance services for escalators:
  - (1) Remove the floor plate at lower end to inspect, clean, and lubricate the step chains;
  - (2) Replace entire step chain when signs of excessive wear are apparent;
  - (3) Maintain safety side brushes;
  - (4) Thoroughly clean all pits and drip pans;
  - (5) Inspect and replace all worn parts;
  - (6) Inspect, adjust and replace worn drive chain links;
  - (7) Inspect and replace damaged safety or warning signs;
  - (8) Thoroughly inspect, repair and adjust braking system;
  - (9) Inspect, clean, and lubricate the step wheels;
  - (10) Inspect, clean, and lubricate the machines, sprockets, worm, gears, motor, brake, brake linings, bearings, chains, main drive broken chain device, non-reversing switch, emergency brake switch, governor switch, handrail tension device;
  - (11) Inspect the handrails and splices, checking all handrails for adequate tension;
  - (12) Inspect, clean, and lubricate the contacts, connections, holders, brush rigging, commutations and undercutting;
  - (13) Check the temperature rise of machine bearings, brake coils, controller coils and contact;
  - (14) Inspect the step treads, paying particular attention to breakage, loose screws, and proper lighting;
  - (15) Inspect the main drive and pawl magnets;
  - (16) Inspect the step risers, balustrading, skirt and curtain guards, paying particular attention to clearances, projections, shear and tripping hazards, balustrade lighting;

- (17) Inspect and clean the handrail brush;
- (18) Check comb plate lighting;
- (19) Check comb plates and floor plates for wear which might pose a tripping or slipping hazard;
- (20) Inspect and clean the comb teeth, paying particular attention to broken or bent comb teeth, and clearances between comb teeth and step treads;
- (21) Inspect, clean, and lubricate all machine room equipment, including but not limited to contacts, connectors, reverse phase relay; also check operating voltage, if any equipment is malfunctioning;
- (22) Ride escalator and check the starting and stopping functions and check for unusual noise;
- (23) Clean machine room, floor, and spill pans;
- (24) Inspect, lubricate, and clean the stop and start switches, including the contacts, wiring, and springs;
- (25) Inspect and clean the controller fuses, holders, and connections;
- (26) Inspect the motor and armature and clean with a blower or a vacuum;
- (27) Inspect all motor connections;
- (28) Check the armature and rotor clearances; and
- (29) Provide Services as necessary to remedy or resolve the foregoing items.

- b. Standards for Escalators. In the performance of Services, Contractor shall observe, abide by, and ensure compliance with the following maintenance standards for escalators:
  - (1) Vertical cleats shall mesh with slots on the adjacent step tread wherever the steps are exposed.
  - (2) Clearance on each side of the steps between the step tread and the adjacent skirt panel shall not be more than 3/16" (4.8mm).
  - (3) The tread surface of each step shall be slotted in the direction parallel to the travel of the steps.
  - (4) Each slot shall not be more than 1/4" (6.3mm) wide and not less than 3/8" (9.5mm) deep and the distance from the center to center of adjoining slots shall not be more than 3/8" (9.5mm).
  - (5) Driving machine brakes shall stop down escalators at a rate no greater than 3 ft/sec.2 (0.91 m/s<sup>2</sup>).
  - (6) All safety switches will stop Unit from operation when tripped.
  - (7) Existing step demarcation lights will be green and working continuously. Contractor will supply replacement parts, fixtures, bulbs, etc.
  - (8) Handrails with tears that are 1/2" in length or more, will be replaced.
  - (9) Escalator step risers with more than 1/32" oil build-up will be cleaned.
  - (10) Comb teeth segments will be replaced if any teeth are broken, and
  - (11) Comb teeth shall be meshed and set into slots in the tread surfaces so that the points of the teeth are always below the upper surface of the treads; and
  - (12) Inspect, check, repair, and replace and provide parts for all items identified above.

A.7. Normal Maintenance Services for Handicapped Lifts

a. Contractor shall provide and perform, but not be limited to, the following maintenance services for handicapped lifts:

- (1) Check and test all safety switches;
- (2) Check all limit switches;
- (3) Check condition of belt and replace as needed;
- (4) Check pulleys and adjust as needed;
- (5) Lubricate screw shaft and bearings;
- (6) Lubricate motor and amp motor;
- (7) Adjust floor ramp to function correctly;
- (8) Clean all areas;
- (9) Test function switches and repair or replace as necessary; and
- (10) Provide Services as necessary to remedy or resolve the foregoing items.

A.8. Normal Maintenance Services for Dock Levelers

a. Contractor shall provide and perform, but not be limited to, the following maintenance services for dock levelers:

- (1) Inspect and clean the pit area;
- (2) Inspect all lip out mechanisms (pins, lip crank, links, chains, and shackles) and replace any that look worn;
- (3) Lubricate the dock leveler with the proper lubricants in all appropriate locations;
- (4) Inspect all weather seals (if installed) and replace if worn or damaged;
- (5) Inspect dock bumpers;
- (6) Check the condition of concrete, angles, and welds. Repair or replace if necessary;
- (7) Inspect structure, hinge pins, clevis pins, and cotter pins for abnormal wear and tear;
- (8) Inspect all conduit boxes, control boxes, and electrical connections for damage.
- (9) Inspect the hydraulic system (cylinders, hoses, fittings, and power units). Replace if worn or damaged;
- (10) Check the control box for evidence of condensation. Re-seal if necessary;
- (11) Inspect the air tower for damage;
- (12) Check the hydraulic fluid level in the tank. Add fluid if necessary;
- (13) Check and tighten the control box mounting hardware on either air or hydraulic powered units and re-torque all shoulder bolts.

A.9. Miscellaneous Normal Maintenance Services

a. **Obsolete Parts:** If a single part is not available, a closely compatible component shall be substituted, upon prior approval by the Authorized User. Obsolete parts are not included in the scope of Normal Maintenance but are covered under this Contract. Obsolete parts are to be replaced on a Cost-Plus basis.

b. Suspended or Red-tagged units and equipment must be serviced and tested in accordance with and in the frequency recommended or required by State adopted ASME codes and State regulations.

- (1) Red-tagged units are exempt from monthly maintenance fees.

A.10. Elevator Phone Servicing

a. The Contractor shall provide elevator phone services in Authorized User's owned or operated facilities. The service shall include maintenance, repair, labor, parts, and monitoring for elevator phones in those facilities.

b. Elevator phone services can be linked to a VOIP, cellular, or a POTS line, at the sole discretion of the Authorized User, but are required to be hardwired from the elevator controller to the elevator car.

c. During the course of the contract no phone shall be out of service due to repairs or maintenance for more than twenty-four (24) hours without notifying the Authorized User. Any time a phone is out of service on an otherwise functioning elevator, the Contractor will notify all necessary Authorized User's facility managers.

d. **Maintenance of Elevator Phones**

- (1) All emergency phones shall be kept up to the standards set by the State adopted ASME codes and all maintenance and testing shall be in accordance with the requirements and recommendations of ASME codes and State regulations.
- (2) Any existing elevator phones that are not compliant with the Americans with Disabilities Act (ADA) shall be subject to initial inspection requirements outlined in Specifications, Section 4.4.

- (3) Location chips shall be programmed and tested monthly.
- (4) A phone test log shall be kept on site in a location viewable to the elevator inspector.

e. Repair of Elevator Phones:

- (1) If repairs are required, the Contractor shall notify the Authorized User within two (2) hours of identification. The repairs shall be completed by the Contractor within twenty-four (24) hours.

f. Installation and Removal of Elevator Phones:

- (1) Removal – All phones removed from elevators shall remain the property of the Authorized User.
- (2) Installation – Any parts used for elevator phone installation shall be approved by the Authorized User's facility manager prior to installation. Installation solely for modernization or cosmetic purposes shall be considered out of scope of the Normal Maintenance as per Specifications, Section 2.2.ii. Installation of elevator phones is subject to the applicable Hourly Rate and Cost-Plus formula.

g. Monitoring of Elevator Phones:

- (1) The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year dispatch service with a local office number and an E-service web address.
- (2) All dedicated telephone lines, if required, will be provided by the Authorized User.
- (3) To ensure the Authorized User has sufficient information to contact the Contractor for service calls – both emergency and non-emergency – the Contractor shall, at contract implementation, submit to the facility managers or authorized representatives an Escalation Tree with all relevant contact information for its service operations manager. The Contractor shall regularly ensure this information remains current.
- (4) All hands-free phones shall be programmed to the Contractor's service.

A.11. Trip Charge(s)

- a. A Trip Charge is limited to a single charge per round trip or per invoice covering travel time to and from the facility for Routine Response or Priority Response calls. Multiple trip charges must be approved in writing by the Authorized User.
- b. A Trip Charge shall not be applied when servicing State or Authorized User locations in Davidson, Hamilton, Knox, or Shelby counties, unless:
  - (1) A single Trip Charge shall be charged along with the applicable Hourly Rate if a service call is made and found to be the result of user error or building power failure regardless of county.
- c. A Trip Charge shall not apply to the Contractor leaving the property during the job to obtain parts or for return trips due to incomplete work or service.
- d. Any job requiring more than two (2) working days may be subject to additional Trip Charge(s). The Contractor must request approval for an additional Trip Charge from the Authorized User prior to the start of work, the Authorized User will decide whether or not an additional Trip Charge is applicable. Without written approval from the Authorized User, the Contractor may not charge for more than one (1) Trip Charge.

A.12. Response Times

- a. The Contractor shall respond by phone or email to any call made by the

State or its Authorized Users within a maximum of two (2) hours.

- b. The Contractor shall be onsite within one business day in response to any non-emergency call made by the State or Authorized User.
- c. If a unit or equipment breaks or becomes damaged due to Contractor negligence in the performance of Normal Maintenance or of a specific repair of the unit or equipment, the Contractor shall return within three (3) hours of the Authorized User's request to repair to the unit or equipment. This shall be done without additional charge, either for labor or travel time and expense. The State reserves the right to consult a third-party expert to determine whether damage is due to Contractor negligence.

A.13 Emergency Response

- a. The Contractor shall ensure that a trained mechanic that is pre-screened for access to High Security sites is "on call" twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year for emergency response.
- b. The Contractor shall have a qualified full time service staff with the ability to receive service request calls from elevator emergency phones and dispatch service technicians immediately upon receiving an emergency call or at the request of the Authorized User's facility manager. A voice mail system is not acceptable.
- c. Once a call qualifying as an Emergency Response is placed with the Contractor, the Contractor will notify the Authorized User within one (1) hour of an estimated time of arrival (ETA) to their facility and;
- d. The Contractor must be on site to the Authorized User within three (3) hours of providing an ETA for Emergency Response.
- e. An Emergency Response found to be the result of an equipment malfunction or other mechanical error shall be at no additional charge to the State or Authorized User but shall be provided as part of Normal Maintenance. If the Emergency Response is found to be the result of user error or building power failure then the Contractor shall be entitled to charge the applicable Hourly Rate and a Trip Charge regardless of county for their service(s).
- f. An Emergency Response is defined as all elevators in a building or on a floor being out of service or the entrapment of persons.

A.14. Testing Procedures

- a. The Contractor shall conduct all tests as required by the most recent ASME codes adopted by the State and per the State regulations, including monthly Fire Testing (Phase I and II).
- b. Periodic Testing as required by State adopted ASME codes shall be documented and recorded by the Contractor and may be witnessed by the Authorized Users' facility manager.
- c. Written reports of all tests shall be submitted to the Authorized User's facility manager and, in the case of running safety tests, prior notification shall be given so

that a designated representative of the Authorized User may be present.

- d. The Contractor shall submit written results of all tests in accordance with the applicable code regulations. Immediately following all tests, copies of the reports shall be forwarded to the Authorized User's facility manager and any other persons or entities the Authorized User and its representative(s) deem necessary, which will be designated in writing.
- e. The Contractor shall commit the necessary resources to accomplish the performance of these requirements.
- f. All testing should be conducted with no additional cost to the State or Authorized Users.

A.15. Scheduling

- a. All maintenance, repairs, and testing shall be coordinated and scheduled in advance with the Authorized User's facility manager. This shall be done based on the requirements needed by Authorized Users and as recommended by the most recent revision of the ASME Handbook as adopted by the State of Tennessee.
- b. Removal of units or equipment from service shall be coordinated with and approved by the Authorized User's facility manager. To the extent possible all maintenance and repairs which require the removal of elevator equipment from service for an extended period shall be scheduled after Regular Work Hours in coordination with the Authorized User's facility manager. Any after-hours work shall be subject to the Priority Response rate.
- c. The Contractor shall give a minimum of two (2) business days' notice to the Authorized User before removing any elevator equipment from service for Normal Maintenance.
- d. Non-emergency breakdowns and shutdowns should not keep the vertical transportation equipment out of service longer than twenty-four (24) hours.
- e. Any shutdown or breakdown exceeding three (3) consecutive days is unacceptable without the prior notification of the Authorized User. This includes locating the trouble, procurement of parts, installation of parts and placing of the equipment back into safe, uninterrupted operation. The Contractor must be equipped to meet these conditions. Inability to obtain parts or unavailability of necessary technical advice or engineering expertise is not acceptable.
- f. If a shutdown or breakdown is anticipated to exceed three (3) consecutive days, the Contractor shall submit a reasonable expected return to service date, as agreed upon by both parties, for repairs and delays that are beyond the control of the Contractor.
- g. In the event that a unit is deemed to be in such constant use that it cannot be removed from service for preventative maintenance operations during Regular Work Hours, the Contractor will provide all maintenance requiring shutdowns outside of Regular Work Hours. These units shall be subject to the Priority Response rate.

A.16. General Procedures

- a. Administrative Responsibilities

- (1) Contractor employees shall sign in and out using each building's log. The employee's and Authorized User facility manager's signature must be on the log for both signing in and out. A physical or digitized log may be used at the Authorized User's discretion.
- (2) The Contractor is only authorized for the work specified in the Purchase Order or written instruction from the Authorized User's facility manager. Unauthorized work performed by the Contractor shall be considered a violation of this contract per Terms and Conditions 6.1.
- (3) Prior to work beginning, the Contractor must provide a written job-specific safety plan to the Authorized User for review and approval.
- (4) The Contractor is responsible for bringing any maintenance issues found to the Authorized User Facility Manager's attention so that repairs can be properly authorized.
- (5) Prior to work being completed and once work is completed, worksheets must be provided to the Authorized User showing what work was completed in a detailed manner prior to invoicing and payment of invoice.
- (6) A trouble log shall be maintained by the Contractor in the machine room of each building on which the date of each callback, the reported trouble, the problem found, and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information each visit to the Authorized User's facility manager so that he/she may also review the operational status of the building's elevator trouble log, reference Attachment C.
- (7) Contractor shall agree to attend meetings with the Authorized User as requested by the Authorized User or Contract Administrator for the purpose of delivering, reviewing, and discussing a monthly written summary of all callbacks for repairs, maintenance, scheduling, and other contract compliance issues. The intent and purpose of the meetings are to minimize callbacks of the Contractor by keeping the Authorized User aware of performance trends, replacements, and other maintenance issues.

b. Wiring Diagrams

- (1) If necessary to perform services under this Contract, the Contractor shall have access to all applicable prints, schematics, wiring diagrams etc., presently on site. These documents shall remain the property of the Authorized User and are to remain on the premises at all times.
- (2) Wiring diagrams shall be kept neatly protected and stored (except where mounted on boards) and shall be copied and replaced if their condition warrants. Wiring changes shall be marked up on the drawings. All drawings shall be considered property of the Authorized User.
- (3) The Contractor shall maintain the Authorized User's wiring changes or modifications to circuits resulting from control modifications, parts, replacements or equipment upgrades.
- (4) The Authorized User shall retain sole possession of these drawings. The Contractor shall not make any copies of these diagrams or take any pictures without express written permission from the Authorized User's facility manager.
- (5) Depending on the nature of the information required, the Contractor shall agree to keep such information confidential under the State's public record laws per Terms and Conditions 8.2.

c. Genuine Parts

- (1) In performing the above indicated work, the Contractor agrees to provide only

genuine parts authorized by the manufacturer of the equipment for replacement or repair, and to use only those lubricants obtained from or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used only if approved in writing by the Authorized User prior to their use. Parts requiring repair shall be rebuilt to "as new" condition.

All parts installed under the provisions of this contract shall be inventoried by the Contractor subject to periodic verification by the Authorized User and tracked by Contractor work order. Any consumable materials and supplies (grease, rags, etc.) required for monthly maintenance are to be provided by the Contractor at no additional cost to the Authorized User. The cost for any consumable materials should be included in the Normal Maintenance rate and will not be inventoried by the Authorized User.

(2) In the event that a part must be replaced, the Contractor shall provide the old part to the Authorized User's facility manager after installation of the new part.

d. Tenn. Code Ann. § 4-3-1114

All elevators housed within State-owned public buildings have an emergency keyed lock box installed next to each bank of functioning elevators located on the main level. The Contractor shall not remove or tamper with this lock box without first receiving written permission from the Authorized User's facility manager. The Contractor shall notify the Authorized User's facility manager if there is any evidence of tampering.

A.17. Modernization

- a. The Contractor shall offer a complete range of repairs and upgrade solutions including Modernization work to existing elevators, escalators, dumbwaiters, dock levelers, and wheelchair lifts designed to maintain, bring up to, or increase the reliability, performance, safety, aesthetics or to meet new State and/or Local code requirements. Examples include, but are not limited to, components of the machine room, hoistway, entrance, pit, car, car enclosure, or operating signal, balustrades, handrails, lighting, safety device(s), track system, and trusses and girders.
- b. Upon a request for a quote for Modernization from the Authorized User, the Contractor shall visit to conduct an examination of the existing equipment to determine if any components can be retained moving forward, make note of space conditions, power supply, mainline disconnect, and any surveys necessary to modernize equipment.
- c. Any retained components must be cleaned, examined, and adjusted to work per original manufacturer specifications.
- d. Contractor shall prepare a report of all options for proposed Modernization work for each unit detailing the components to be retained, components to be installed, any construction work necessary, all labor and disposal rates to be charged, etc. and present it to the Authorized User at a time coordinated with the Authorized User and at their discretion.
- e. All Modernization work shall not begin until a purchase order has been issued from the Authorized User to the Contractor.
- f. The Contractor will appoint a Project Manager to serve as point of contact with the Authorized User's designee for all updates, questions, and concerns throughout the Modernization process. The Contract Administrator shall be notified by the Contractor, in addition to the Authorized User, when a Project Manager is assigned to each Modernization project.
- g. All work shall be billed at the applicable Hourly Rate for Modernization and be subject to



the Cost-Plus pricing methodology for all parts and/or components as listed in this Contract.

A.18. Supplier and Employer Qualifications

a. Required Certifications and Licenses

- (1) It is the responsibility of the Contractor to ensure employees are properly certified, licensed, and trained to meet any and all State and industry requirements.
- (2) The Contractor must be registered with the Tennessee Department of Labor and Workforce Development.
- (3) The Contractor must provide proof that they hold a throughout the term of this contract a minimum of a BC-17 classification Contractor's license with a minimum monetary limit of \$250,000.
- (4) The Contractor must provide proof that employees meet the specified requirements.

b. Employees of Contractor to be Satisfactory

- (1) All employees performing work under this contract shall be satisfactorily dressed in clean uniforms (identifying them as Contractor personnel) with acceptable demeanor.
- (2) All employees performing work under this contract shall possess full technical qualifications in the opinion of the Authorized User's facility manager.

c. Contractor to Comply

- (1) Contractor employees will be denied access to the property if determined to be under the influence of a controlled substance and/or alcohol.
- (2) Employees shall not have in their possession firearms, explosives, controlled substances or other potentially harmful, dangerous or illegal items on Authorized User's properties.
- (3) Any employees found to be unacceptable to the Authorized User's facility manager shall be replaced by the Contractor after being given reasonable notice.

A.19. Authorized Users Facility Instructions

a. Repair and Patching to Authorized User's Property

- (1) All damage to sidewalks, streets, alleys, curbs, lawns, plants, gutters or existing structures, etc. occurring in association with elevator construction or repair shall be restored by the Contractor at its expense. Repair of sidewalks shall be made by replacing the entire block damaged. Cracked sidewalks will be considered as damaged.
- (2) The Contractor shall be held responsible for damage caused by its work or work crew and shall be responsible for repairing that damage as its expense.

b. High Security Facilities

- (1) Contractor servicing high security locations are required to have background checks of onsite employees at the Contractor's expense, give a forty-eight (48) hour notice before arrival, and must be escorted while on the premises.

c. Maintenance during Facility Renovations and/or Modernizations

- (1) The Authorized User, at its discretion, may temporarily or permanently remove elevator equipment from this Contract. The Contractor shall maintain the elevator equipment until notified otherwise by the Authorized Users' facility manager. The Contractor shall resume Normal Maintenance when the unit is added back to the Contract at a fee prorated to reflect the number of calendar days remaining in the month.

- (2) Elevator equipment taken out of service for renovation or modernization by the Authorized User shall be excluded from the Normal Maintenance rate until added back to the Contract.

d. Machine Rooms

- (1) Parts cabinets are the property of the Authorized User and are in place or will be provided.
- (2) A metal can and lid shall also be provided in each machine room for the storage of clean rags. These cans are the property of the Authorized User. Oily/soiled rags shall be removed immediately after use by Contractor and shall not be left in the machine rooms.
- (3) Machine rooms shall be kept clean and neat when onsite by Contractor.

- A.20. 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.21. 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 April 1, 2024 (“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.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and

conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million dollars (\$4,000,000.00) ("Estimated 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. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three-hundred and sixty-five (365) days ("Firm Price Period").

- a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.
- b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
- c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

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:

| <b>Goods or Services Description</b>                     | <b>Amount</b><br>(per compensable increment) |
|--|--|
| Elevator, Hydraulic Passenger, 2-3 Floors, Monthly       | \$   |
| Elevator, Hydraulic Passenger, 4-5 Floors, Monthly       | \$   |
| Elevator, Hydraulic Passenger, 6+ Floors, Monthly        | \$   |
| Elevator, Hydraulic Freight, 2-3 Floors, Monthly         | \$   |
| Elevator, Hydraulic Freight, 4-5 Floors, Monthly         | \$   |
| Elevator, Hydraulic Freight, 6+ Floors, Monthly          | \$   |
| Elevator, Belted Traction Passenger, 2-3 Floors, Monthly | \$   |
| Elevator, Belted Traction Passenger, 4-5 Floors, Monthly | \$   |

|   |    |
|---|----|
| Elevator, Belted Traction Passenger, 6-10 Floors, Monthly   | \$ |
| Elevator, Belted Traction Freight, 2-3 Floors, Monthly      | \$ |
| Elevator, Belted Traction Freight, 4-5 Floors, Monthly      | \$ |
| Elevator, Belted Traction Freight, 6-10 Floors, Monthly     | \$ |
| Elevator, Geared Traction Passenger, 2-3 Floors, Monthly    | \$ |
| Elevator, Geared Traction Passenger, 4-5 Floors, Monthly    | \$ |
| Elevator, Geared Traction Passenger, 6-10 Floors, Monthly   | \$ |
| Elevator, Geared Traction Freight, 2-3 Floors, Monthly      | \$ |
| Elevator, Geared Traction Freight, 4-5 Floors, Monthly      | \$ |
| Elevator, Geared Traction Freight, 6-10 Floors, Monthly     | \$ |
| Elevator, Gearless Traction Passenger, 2-3 Floors, Monthly  | \$ |
| Elevator, Gearless Traction Passenger, 4-5 Floors, Monthly  | \$ |
| Elevator, Gearless Traction Passenger, 6-10 Floors, Monthly | \$ |
| Elevator, Gearless Traction Freight, 2-3 Floors, Monthly    | \$ |
| Elevator, Gearless Traction Freight, 4-5 Floors, Monthly    | \$ |
| Elevator, Gearless Traction Freight, 6-10 Floors, Monthly   | \$ |
| Escalator, 2-3 Floors, Monthly                              | \$ |
| Escalator, 4+ Floors, Monthly                               | \$ |
| Dumbwaiter, 2-3 Floors, Monthly                             | \$ |
| Wheelchair Lift, 1-3 Floors, Monthly                        | \$ |
| Dock Leveler, Each, Quarterly                               | \$ |
| Routine Response, Mechanic, Per Hour                        | \$ |
| Priority Response, Mechanic, Per Hour                       | \$ |
| Routine Response, Helper, Per Hour                          | \$ |
| Priority Response, Helper, Per Hour                         | \$ |
| Routine Response, Adjustor, Per Hour                        | \$ |
| Priority Response, Adjustor, Per Hour                       | \$ |
| Trip Charge - Anderson County, Per Trip                     | \$ |
| Trip Charge - Bedford County, Per Trip                      | \$ |
| Trip Charge - Benton County, Per Trip                       | \$ |
| Trip Charge - Bledsoe County, Per Trip                      | \$ |
| Trip Charge - Blount County, Per Trip                       | \$ |
| Trip Charge - Bradley County, Per Trip                      | \$ |
| Trip Charge - Campbell County, Per Trip                     | \$ |
| Trip Charge - Cannon County, Per Trip                       | \$ |
| Trip Charge - Carroll County, Per Trip                      | \$ |
| Trip Charge - Carter County, Per Trip                       | \$ |

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|---|----|
| Trip Charge - Cheatham County, Per Trip   | \$ |
| Trip Charge - Chester County, Per Trip    | \$ |
| Trip Charge - Claiborne County, Per Trip  | \$ |
| Trip Charge - Clay County, Per Trip       | \$ |
| Trip Charge - Cocke County, Per Trip      | \$ |
| Trip Charge - Coffee County, Per Trip     | \$ |
| Trip Charge - Crockett County, Per Trip   | \$ |
| Trip Charge - Cumberland County, Per Trip | \$ |
| Trip Charge - Davidson County, Per Trip   | \$ |
| Trip Charge - Decatur County, Per Trip    | \$ |
| Trip Charge - DeKalb County, Per Trip     | \$ |
| Trip Charge - Dickson County, Per Trip    | \$ |
| Trip Charge - Dyer County, Per Trip       | \$ |
| Trip Charge - Fayette County, Per Trip    | \$ |
| Trip Charge - Fentress County, Per Trip   | \$ |
| Trip Charge - Franklin County, Per Trip   | \$ |
| Trip Charge - Gibson County, Per Trip     | \$ |
| Trip Charge - Giles County, Per Trip      | \$ |
| Trip Charge - Grainger County, Per Trip   | \$ |
| Trip Charge - Greene County, Per Trip     | \$ |
| Trip Charge - Grundy County, Per Trip     | \$ |
| Trip Charge - Hamblen County, Per Trip    | \$ |
| Trip Charge - Hamilton County, Per Trip   | \$ |
| Trip Charge - Hancock County, Per Trip    | \$ |
| Trip Charge - Hardeman County, Per Trip   | \$ |
| Trip Charge - Hardin County, Per Trip     | \$ |
| Trip Charge - Hawkins County, Per Trip    | \$ |
| Trip Charge - Haywood County, Per Trip    | \$ |
| Trip Charge - Henderson County, Per Trip  | \$ |
| Trip Charge - Henry County, Per Trip      | \$ |
| Trip Charge - Hickman County, Per Trip    | \$ |
| Trip Charge - Houston County, Per Trip    | \$ |
| Trip Charge - Humphreys County, Per Trip  | \$ |
| Trip Charge - Jackson County, Per Trip    | \$ |
| Trip Charge - Jefferson County, Per Trip  | \$ |
| Trip Charge - Johnson County, Per Trip    | \$ |
| Trip Charge - Knox County, Per Trip       | \$ |

|   |    |
|---|----|
| Trip Charge - Lake County, Per Trip       | \$ |
| Trip Charge - Lauderdale County, Per Trip | \$ |
| Trip Charge - Lawrence County, Per Trip   | \$ |
| Trip Charge - Lewis County, Per Trip      | \$ |
| Trip Charge - Lincoln County, Per Trip    | \$ |
| Trip Charge - Loudon County, Per Trip     | \$ |
| Trip Charge - McMinn County, Per Trip     | \$ |
| Trip Charge - McNairy County, Per Trip    | \$ |
| Trip Charge - Macon County, Per Trip      | \$ |
| Trip Charge - Madison County, Per Trip    | \$ |
| Trip Charge - Marion County, Per Trip     | \$ |
| Trip Charge - Marshall County, Per Trip   | \$ |
| Trip Charge - Maury County, Per Trip      | \$ |
| Trip Charge - Meigs County, Per Trip      | \$ |
| Trip Charge - Monroe County, Per Trip     | \$ |
| Trip Charge - Montgomery County, Per Trip | \$ |
| Trip Charge - Moore County, Per Trip      | \$ |
| Trip Charge - Morgan County, Per Trip     | \$ |
| Trip Charge - Obion County, Per Trip      | \$ |
| Trip Charge - Overton County, Per Trip    | \$ |
| Trip Charge - Perry County, Per Trip      | \$ |
| Trip Charge - Pickett County, Per Trip    | \$ |
| Trip Charge - Polk County, Per Trip       | \$ |
| Trip Charge - Putnam County, Per Trip     | \$ |
| Trip Charge - Rhea County, Per Trip       | \$ |
| Trip Charge - Roane County, Per Trip      | \$ |
| Trip Charge - Robertson County, Per Trip  | \$ |
| Trip Charge - Rutherford County, Per Trip | \$ |
| Trip Charge - Scott County, Per Trip      | \$ |
| Trip Charge - Sequatchie County, Per Trip | \$ |
| Trip Charge - Sevier County, Per Trip     | \$ |
| Trip Charge - Shelby County, Per Trip     | \$ |
| Trip Charge - Smith County, Per Trip      | \$ |
| Trip Charge - Stewart County, Per Trip    | \$ |
| Trip Charge - Sullivan County, Per Trip   | \$ |
| Trip Charge - Sumner County, Per Trip     | \$ |
| Trip Charge - Tipton County, Per Trip     | \$ |

|   |     |
|---|-----|
| Trip Charge - Trousdale County, Per Trip              | \$  |
| Trip Charge - Unicoi County, Per Trip                 | \$  |
| Trip Charge - Union County, Per Trip                  | \$  |
| Trip Charge - Van Buren County, Per Trip              | \$  |
| Trip Charge - Warren County, Per Trip                 | \$  |
| Trip Charge - Washington County, Per Trip             | \$  |
| Trip Charge - Wayne County, Per Trip                  | \$  |
| Trip Charge - Weakley County, Per Trip                | \$  |
| Trip Charge - White County, Per Trip                  | \$  |
| Trip Charge - Williamson County, Per Trip             | \$  |
| Trip Charge - Wilson County, Per Trip                 | \$  |
| Modernization – Mechanic, Standard Rate, Per Hour     | \$  |
| Modernization – Mechanic, Non-Standard Rate, Per Hour | \$  |
| Modernization – Mechanic, Holiday Rate, Per Hour      | \$  |
| Modernization – Helper, Standard Rate, Per Hour       | \$  |
| Modernization – Helper, Non-Standard Rate, Per Hour   | \$  |
| Modernization – Helper, Holiday Rate, Per Hour        | \$  |
| Modernization – Foreman, Standard Rate, Per Hour      | \$  |
| Modernization – Foreman, Non-Standard Rate, Per Hour  | \$  |
| Modernization – Foreman, Holiday Rate, Per Hour       | \$  |
| Modernization Trip Charge – Region 1, Per Day         | \$  |
| Modernization Trip Charge – Region 2, Per Day         | \$  |
| Modernization Trip Charge – Region 3, Per Day         | \$  |
| Modernization Trip Charge – Region 4, Per Day         | \$  |
| Parts, Cost +15%, Each                                | N/A |

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:

**State Agency Billing Address**

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: **State Agency & Division Name;**

- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including State Elevator Permit Number for each Conveyance Unit and other 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:

Seth Lake, Category Specialist  
Department of General Services, Central Procurement Office  
Tennessee Tower, 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
[Seth.Lake@tn.gov](mailto:Seth.Lake@tn.gov)  
Telephone # (615)507-6930  
FAX # (615)741-0684

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. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- 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. Substitute Items Offered by the Contractor. In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.
- D.8. Proof of Cost for Parts, Materials, Supplies and Equipment. Contractor shall invoice all parts, materials, supplies, and equipment at Contractor's out-of-pocket cost ("Cost") plus 15% and minus any applicable sales or use tax as provided in Tenn. Code Ann. § 67-6-329. If Contractor receives any discounts 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 documentation of its purchase Cost, the State may verify current market value, and if necessary, adjust Contractor's invoice to reflect fair market price.
- D.9. Proof of Cost for Parts Not in a Catalog or Price List. For all goods not identified in the specified catalog or price list, Contractor shall invoice the product at Contractor's out-of-pocket cost ("Cost") plus 15% and minus any applicable sales or use tax as provided in Tenn. Code Ann. § 67-6-329. If Contractor receives any discounts 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 documentation of its purchase Cost, the State may verify current market value, and if necessary, adjust Contractor's invoice to reflect fair market value.
- D.10. Purchase Order Release. Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.
- D.11. Delivery. Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. All quotations shall be F.O.B. destination.
- D.12. 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.13. 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.14. 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.15. 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.16. 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.17. 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.18. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.19. 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.20. 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.21. 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.22. 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. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.23. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.24. 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.25. 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.26. 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.27. 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.28. 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.29. 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.30. 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.31. 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.32. 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.33. 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.34. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.35. 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.36. 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.37. 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., 3<sup>rd</sup> 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 ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) 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 ten million dollars (\$10,000,000) 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.38. 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.39. 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.40. 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.

**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 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.3. 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.4. 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.5. 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.6. 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 32110-23182 (Attachment A) 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.7. 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.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less

ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

- E.9. State of Tennessee Administrative Fee. A 1% administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This 1% administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

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

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

Contract usage reports shall be submitted to:  
Contract Administrator  
Department of General Services  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue Nashville, TN 37243-1102  
Email: [CPO.SWC@tn.gov](mailto:CPO.SWC@tn.gov)

- E.10. 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.11. 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.
- E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.13. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- E.14. Payment Bond. The Contractor shall provide to the State a payment bond guaranteeing that the Contractor's subcontractors, laborers, and material suppliers will be paid for performance under this Contract with the additional obligation that such contractor shall promptly make payment of all taxes, licenses, assessments, contributions, penalties, and interest. The payment bond will be in an amount equal to twenty-five percent (25%) of the Estimated Liability of four-million dollars (\$4,000,000.00). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment Reference. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The payment bond shall guarantee that the Contractor's subcontractors, laborers, and material suppliers will be paid for performance during the Term and all extensions or renewals of the Contract.

Failure to provide to the State the payment bond as required under this Contract may result in this Contract being terminated by the State. The payment bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

- E.15. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.16. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
  - b. Tennessee local governmental agencies;
  - c. members of the University of Tennessee or Tennessee Board of Regents systems;
  - d. any private nonprofit institution of higher education chartered in Tennessee; and,
  - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

- E.17. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports

shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.18. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.19. Code of Conduct. The Contractor shall ensure that there is a code of conduct applicable to all Contractor employees that covers, at minimum, business practices, clinical practices, and workplace interaction. Contractor employees shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards pertaining to Contractor's profession. Contractor shall develop procedures for reporting violations of the ethical standards, which shall be communicated to Contractor's employees, including new hires, on at least an annual basis. Contractor's code of conduct shall prohibit Contractor, its officers, directors, and employees from retaliating against any Contractor employee who reports any violations or acts or omissions that appear to be violations. Contractor's non-retaliation policy shall prescribe discipline for violating the Contractor's code of conduct. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct shall entitle the State to exercise any right it has at law or in equity, including, but not limited to termination of this Contract.
- E.20. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF GENERAL SERVICES:**

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**MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

|   |  |
|---|--|
| <b>SUBJECT CONTRACT NUMBER:</b>             |  |
| <b>CONTRACTOR LEGAL ENTITY NAME:</b>        |  |
| <b>EDISON VENDOR IDENTIFICATION NUMBER:</b> |  |

**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.**

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**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.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**





| Equipment | Manufacturer      | Type              | Stops | Doors | Capacity | Speed | General description                      | Equipment description    | Agency           | Building                                 | Address                         | City          |
|-----------|-------------------|-------------------|-------|-------|----------|-------|--|--------------------------|------------------|--|---------------------------------|---------------|
| Elevator  | TKE               | Hydraulic         | 2     | 1     | 2500     | 100   | NASHVILLE STATE COMMUNITY COLLEGE        | K BUILDING LOBBY         | Board of Regents | NASHVILLE STATE COMM COLLEGE BLDG L      | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | TKE               | Hydraulic         | 2     | 1     | 2500     | 100   | NASHVILLE STATE COMMUNITY COLLEGE        | K BUILDING LIBRARY       | Board of Regents | NASHVILLE STATE COMM COLLEGE BLDG L      | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | TKE               | Hydraulic         | 2     | 1     | 2500     | 125   | NASHVILLE STATE COMMUNITY COLLEGE        | C BUILDING PASSENGER     | Board of Regents | NASHVILLE STATE COMM COLLEGE BLDG L      | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | TKE               | Hydraulic         | 2     | 1     | 2500     | 150   | NASHVILLE STATE COMMUNITY COLLEGE        | STUDENT SERVICES ELEV    | Board of Regents | NASHVILLE STATE COMM COLLEGE BLDG L      | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | Kone              | Gearless Traction | 3     | 2     | 2500     | 150   | NASHVILLE STATE COMMUNITY COLLEGE        | H BUILDING PASSENGER     | Board of Regents | NASHVILLE STATE COMMUNITY COLLEGE        | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | Kone              | Gearless Traction | 3     | 1     | 5000     | 150   | NASHVILLE STATE COMMUNITY COLLEGE        | H BUILDING SERVICE       | Board of Regents | NASHVILLE STATE COMMUNITY COLLEGE        | 120 WHITE BRIDGE RD             | NASHVILLE     |
| Elevator  | Kone              |                   |       |       | 2500     | 150   | WALTERS STATE CMNY COLLEGE CLAIBORNE     | PASSENGER ELEVATOR       | Board of Regents | WALTERS STATE COMMUNITY COLLEGE          | 1325 CLAIBORNE ST               | TAEZEWELL     |
| Other     | Garaventa         |                   |       |       | 495      | 13    | WALTERS STATE COMMUNITY COLLEGE - LIFT   | HANDICAP LIFT            | Board of Regents | WALTERS STATE COMMUNITY COLLEGE          | 1325 CLAIBORNE ST               | TAEZEWELL     |
| Elevator  | Kone              | Gearless Traction | 3     | 1     | 3500     | 150   | NSSCC TEACHING FACILITY - PASS ELEV      | PASSENGER ELEVATOR       | Board of Regents | NSSCC TEACHING FACILITY                  | 1520 GALLATIN PIKE NORTH        | MADISON       |
| Elevator  | Kone              |                   |       |       | 4000     | 150   | WALTERS STATE - EXPO CENTER - PE OUTSIDE | PASS ELEVATOR OUTSIDE    | Board of Regents | WALTERS STATE - EXPO CENTER              | 1615 PAVILION DR                | WHITE PINE    |
| Other     | Savaria           | Stairway Lift     |       |       | 600      | 12    | WALTERS STATE - EXPO CENTER INSIDE       | HANDICAP LIFT (INSIDE)   | Board of Regents | WALTERS STATE - EXPO CENTER              | 1615 PAVILION DR                | WHITE PINE    |
| Elevator  | National          |                   |       |       | 2500     | 150   | WALTERS STATE SEVIER CAMPUS - PASS #1    | #1 PASSENGER ELEVATOR    | Board of Regents | WALTERS STATE SEVIER COUNTY CENTER       | 1720 OLD NEWPORT HIGHWAY        | SEVIERVILLE   |
| Elevator  | TKE               |                   |       |       | 2500     | 100   | WALTERS STATE SEVIER CAMPUS #2           | #2 PASSENGER ELEVATOR    | Board of Regents | WALTERS STATE SEVIER COUNTY CENTER       | 1720 OLD NEWPORT HIGHWAY        | SEVIERVILLE   |
| Elevator  | TKE               | Hydraulic         |       |       | 4500     | 80    | WALTERS STATE SEVIER COUNTY CTR          | KILE OGLE BLDG PASS ELEV | Board of Regents | WALTERS STATE SEVIER COUNTY CENTER       | 1720 OLD NEWPORT HIGHWAY        | SEVIERVILLE   |
| Elevator  | TKE               |                   |       |       | 2500     | 125   | WALTERS STATE NISWONGER CAMPUS - #1 PE   | #1 PASSENGER ELEVATOR    | Board of Regents | WALTERS STATE NISWONGER CAMPUS           | 221 NORTH COLLEGE ST            | GREENEVILLE   |
| Elevator  | TKE               |                   |       |       | 5000     | 125   | WALTERS STATE NISWONGER CAMPUS - #2 PE   | #2 PASSENGER ELEVATOR    | Board of Regents | WALTERS STATE NISWONGER CAMPUS           | 221 NORTH COLLEGE ST            | GREENEVILLE   |
| Elevator  | TKE               |                   |       |       | 2500     | 100   | WALTERS STATE CC - NATURAL SCIENCE PASS  | NATURAL SCIENCE PASS     | Board of Regents | WALTERS STATE CC - NATURAL SCIENCE       | 500 DAVY CROCKETT PKWY          | MORRISTOWN    |
| Elevator  | Elevator Controls |                   |       |       | 2000     | 100   | WALTERS STATE CC - CNTR BLDG             | CENTER BLDG PASS         | Board of Regents | WALTERS STATE CC - CNTR BLDG             | 500 DAVY CROCKETT PKWY          | MORRISTOWN    |
| Elevator  | Otis Elevator     |                   |       |       | 4500     | 100   | WALTERS STATE CC - MBSS BLDG PASS        | MBSS BLDG PASSENGER      | Board of Regents | WALTERS STATE CC - MBSS BLDG PASS        | 500 DAVY CROCKETT PKWY          | MORRISTOWN    |
| Elevator  | TKE               |                   |       |       | 2500     | 100   | WALTERS STATE CC - CLIFFORD HENRY        | CLIFFORD HENRY PASS      | Board of Regents | WALTERS STATE CC - CLIFFORD HENRY        | 500 DAVY CROCKETT PKWY          | MORRISTOWN    |
| Elevator  | TKE               |                   |       |       | 5000     | 125   | WALTERS STATE CC - LIBRARY MAIN CAMPUS   | LIBRARY MAIN CAMPUS      | Board of Regents | WALTERS STATE CC - CLIFFORD HENRY        | 500 DAVY CROCKETT PKWY          | MORRISTOWN    |
| Elevator  | Elevator Controls |                   |       |       | 2100     | 100   | WALTERS STATE CMNY CLG STUDENT SERVICES  | PASSENGER ELEVATOR       | Board of Regents | WALTERS STATE CMNY CLG STUDENT SERVICES  | 500 SOUTH DAVY CROCKETT PKWY    | MORRISTOWN    |
| Elevator  | TKE               |                   | 2     | 1     | 4000     | 125   | MOTLOW COLLEGE SMYRNA CAMPUS - #1 PE     | #1 PASSENGER ELEVATOR    | Board of Regents | MOTLOW COLLEGE SMYRNA CAMPUS             | 5002 MOTLOW COLLEGE BLVD        | SMYRNA        |
| Elevator  | TKE               |                   | 3     | 1     | 5000     | 130   | MOTLOW COLLEGE SMYRNA CAMPUS - #2 PE     | #2 PASSENGER ELEVATOR    | Board of Regents | MOTLOW COLLEGE SMYRNA CAMPUS             | 5002 MOTLOW COLLEGE BLVD        | SMYRNA        |
| Elevator  | Courion           | Hydraulic         | 2     | 1     | 5000     | 0     | NASHVILLE STATE COMM COLLEGE - FRT ELEV  | FREIGHT ELEVATOR         | Board of Regents | NASHVILLE STATE COMM COLLEGE - HH CAMPUS | 5248 HICKORY HOLLOW PKWY        | ANTIOCH       |
| Elevator  | Montgomery        | Hydraulic         | 2     | 1     | 3500     | 125   | NASHVILLE STATE COMM COLLEGE - PASS ELEV | PASSENGER ELEVATOR       | Board of Regents | NASHVILLE STATE COMM COLLEGE - HH CAMPUS | 5248 HICKORY HOLLOW PKWY        | ANTIOCH       |
| Elevator  | TKE               |                   | 2     | 1     | 2500     | 100   | MOTLOW COLLEGE - CG LIBRARY              | LIBRARY TAC 20           | Board of Regents | MOTLOW STATE COMM COLLEGE                | 6015 LEDFORD MILL RD            | TULLAHOMA     |
| Elevator  | Nashville Machine |                   | 2     | 2     | 2500     | 95    | MOTLOW COLLEGE - CROUCH CENTER ONLY HP   | CROUCH TAC 20            | Board of Regents | MOTLOW STATE COMM COLLEGE                | 6015 LEDFORD MILL RD            | TULLAHOMA     |
| Elevator  | Kone              |                   | 2     | 1     | 2000     | 125   | MOTLOW COLLEGE - EOFF HALL ONLY HP       | EOFF HALL PASSENGER      | Board of Regents | MOTLOW STATE COMM COLLEGE                | 6015 LEDFORD MILL RD            | TULLAHOMA     |
| Elevator  | TKE               |                   | 2     | 1     | 2500     | 100   | MOTLOW COLLEGE - MARCUM TECH CTR ONLY HP | MARCUM TECH PASSENGER    | Board of Regents | MOTLOW STATE COMM COLLEGE                | 6015 LEDFORD MILL RD            | TULLAHOMA     |
| Elevator  | Unknown           |                   | 2     | 1     | 2500     | 75    | MOTLOW COLLEGE - SIMON HALL ONLY HP      | SIMON HALL PASSENGER     | Board of Regents | MOTLOW STATE COMM COLLEGE                | 6015 LEDFORD MILL RD            | TULLAHOMA     |
| Elevator  |                   |                   |       | 2     |          |       | MITCHELL HOUSE - PASSENGER ELEVATOR      | PASSENGER ELEVATOR       | City of Lebanon  | MITCHELL HOUSE                           | 106 NORTH CASTLE HEIGHTS AVENUE | LEBANON       |
| Elevator  |                   |                   |       |       |          |       | BLEDSOE COUNTY CORR - LIFT #1            | MATERIAL LIFT #1         | Correction       | BLEDSOE COUNTY CORRECTIONAL              | 1045 1045 HORSEHEAD RD          | PIKEVILLE     |
| Elevator  |                   |                   |       |       |          |       | BLEDSOE COUNTY CORR - LIFT #2            | MATERIAL LIFT #2         | Correction       | BLEDSOE COUNTY CORRECTIONAL              | 1045 1045 HORSEHEAD RD          | PIKEVILLE     |
| Elevator  | Nashville Machine |                   |       |       | 2500     | 100   | TURNER CTR - #1 PASSENGER ELEVATOR       | #1 PASSENGER ELEVATOR    | Correction       | TURNER CTR                               | 1499 R WEST MOORE MEMORIAL HWY  | ONLY          |
| Elevator  | TKE               |                   |       |       | 2000     | 120   | NORTHEAST CORRECTION COMPLEX - #1 PASS E | #1 PASSENGER ELEVATOR    | Correction       | NORTHEAST CORRECTION COMPLEX             | 188 OLD RAILROAD DRADE ROAD     | ROAN MOUNTAIN |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 24A DW    | 24A DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 24B       | 24B DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 24D       | 24D DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 25A       | 25A DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 25B       | 25B DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 25C       | 25C DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 25D       | 25D DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 26A       | 26A DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 26B       | 26B DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 26C       | 26C DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 26D       | 26D DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Other     | D.A. Matot        |                   |       |       | 750      | 50    | MORGAN CORRECTIONAL FACILITY - 24C       | 24C DUMBWAITER           | Correction       | MORGAN CORRECTIONAL FACILITY             | 511 WAYNE COTTON MORGAN ROAD    | WARTBURG      |
| Elevator  | Inclinor          |                   |       |       | 750      | 30    | SPECIAL NEEDS FACILITY - BLDG 1LULA LIFT | BLDG 15-LULA LIFT        | Correction       | SPECIAL NEEDS FACILITY                   | 7575 COCKRILL BEND              | NASHVILLE     |
| Elevator  | Esco              |                   |       |       | 4000     | 100   | SPECIAL NEEDS FACILITY - BLDG 7          | BLDG 7 PASSENGER ELEV    | Correction       | SPECIAL NEEDS FACILITY                   | 7575 COCKRILL BEND              | NASHVILLE     |
| Elevator  | Esco              |                   |       |       | 4000     | 100   | SPECIAL NEEDS FACILITY - BLDG 9 ELEV #2  | BLDG 9 - ELEV 2          | Correction       | SPECIAL NEEDS FACILITY                   | 7575 COCKRILL BEND              | NASHVILLE     |
| Elevator  | Esco              |                   |       |       | 4000     | 100   | SPECIAL NEEDS FACILITY - BLDG 9 ELEV 1   | BLDG 9 - ELEV 1          | Correction       | SPECIAL NEEDS FACILITY                   | 7575 COCKRILL BEND              | NASHVILLE     |
| Elevator  | TKE               |                   |       |       | 2500     | 95    | JOHNSON COUNTY COURTHOUSE - PASS ELEV    | PASSENGER ELEVATOR       | Courts           | JOHNSON COUNTY COURTHOUSE                | 222 WEST MAIN STREET            | MOUNTAIN CITY |
| Elevator  | Wheel-O-Vator     |                   |       |       | 750      | 9     | NASHVILLE SUPREME COURT - LIFT           | LIFT                     | Courts           | NASHVILLE SUPREME COURT                  | 401 7TH AVENUE NORTH            | NASHVILLE     |
| Elevator  | Nashville Machine |                   |       |       | 2000     | 200   | NASHVILLE SUPREME COURT - MAIN PASS ELEV | MAIN PASSENGER ELEVATOR  | Courts           | NASHVILLE SUPREME COURT                  | 401 7TH AVENUE NORTH            | NASHVILLE     |
| Elevator  | Nashville Machine |                   |       |       | 2000     | 200   | NASHVILLE SUPREME COURT - NORTH PASS ELE | NORTH PASSENGER ELEVATOR | Courts           | NASHVILLE SUPREME COURT                  | 401 7TH AVENUE NORTH            | NASHVILLE     |
| Elevator  | Nashville Machine |                   |       |       | 1000     | 100   | NASHVILLE SUPREME COURT - SOUTH PASS ELE | SOUTH PASSENGER ELEVATOR | Courts           | NASHVILLE SUPREME COURT                  | 401 7TH AVENUE NORTH            | NASHVILLE     |
| Elevator  | Craft             |                   |       |       | 2500     | 125   | SUPREME CT - #1 PASS ELEV                | #1 PASSENGER ELEVATOR    | Courts           | SUPREME CT BLDG #6                       | HWY 45 BYPASS                   | JACKSON       |
| Elevator  | Craft             |                   |       |       | 1500     | 125   | SUPREME CT - #2 PASS ELEV                | #2 PASSENGER ELEVATOR    | Courts           | SUPREME CT BLDG #6                       | HWY 45 BYPASS                   | JACKSON       |
| Elevator  | Kone              |                   |       |       | 4000     | 125   | WEST TN REGL OFFICE D - #3 PASS FREIGHT  | #3 PASSENGER FREIGHT     | DIDD             | WEST TN REGL OFFICE DIDS                 | 11437 MILTON WILSON ROAD        | ARLINGTON     |
| Elevator  | TKE               |                   |       |       | 1500     | 100   | WEST TN REGL OFFICE DIDS - #1 PASS       | #1 PASSENGER ELEVATOR    | DIDD             | WEST TN REGL OFFICE DIDS                 | 11437 MILTON WILSON ROAD        | ARLINGTON     |
| Elevator  | TKE               |                   |       |       | 4000     | 150   | WEST TN REGL OFFICE DIDS - #2 PASS       | #2 PASSENGER ELEVATOR    | DIDD             | WEST TN REGL OFFICE DIDS                 | 11437 MILTON WILSON ROAD        | ARLINGTON     |
| Elevator  | TKE               |                   |       |       | 1000     | 50    | WEST TN REGL OFFICE DIDS - #4 PASS FRT   | #4 PASSENGER FRT         | DIDD             | WEST TN REGL OFFICE DIDS                 | 11437 MILTON WILSON ROAD        | ARLINGTON     |
| Other     |                   |                   |       |       |          |       | WEST TN REGL OFFICE DIDS - #5 LIFT LOAD  | #5 LIFT LOADING DOCK     | DIDD             | WEST TN REGL OFFICE DIDS                 | 11437 MILTON WILSON ROAD        | ARLINGTON     |
| Elevator  | TKE               |                   |       |       | 4000     | 100   | CLOVERBOTTOM DEVELOPMENT CTR -           | ONE CANNON ELEV #1       | DIDD             | CLOVERBOTTOM DEVELOPMENT CTR             | 275 STEWARTS FERRY PIKE         | NASHVILLE     |
| Elevator  | TKE               |                   |       |       | 4000     | 100   | CLOVERBOTTOM DEVELOPMENT CTR -           | ONE CANNON ELEV #2       | DIDD             | CLOVERBOTTOM DEVELOPMENT CTR             | 275 STEWARTS FERRY PIKE         | NASHVILLE     |
| Elevator  | Gunderlin LTD     |                   |       |       | 2000     | 135   | CLOVERBOTTOM DEVELOPMENT CTR - #1 PASS E | #1 PASSENGER ELEVATOR    | DIDD             | CLOVERBOTTOM DEVELOPMENT CTR             | 275 STEWARTS FERRY PIKE         | NASHVILLE     |
| Elevator  | Shepard           | Hydraulic         | 2     | 1     | 2500     | 50    | TENN SCHOOL FOR THE BLIND - LIFT         | LIFT                     | Education        | TENN SCHOOL FOR THE BLIND                | 115 STEWARTS FERRY PIKE         | NASHVILLE     |
| Elevator  | Dover Elevator    | Hydraulic         | 2     | 1     | 2100     | 75    | TENN SCHOOL FOR THE BLIND - PASS ELEV    | PASSENGER ELEVATOR       | Education        | TENN SCHOOL FOR THE BLIND                | 115 STEWARTS FERRY PIKE         | NASHVILLE     |
| Elevator  | TKE               | Hydraulic         | 2     | 1     | 2500     | 100   | TENNESSEE SCHOOL FOR THE BLIND BLDG 14   | BLDG 14 PASSENGER        | Education        | TENNESSEE SCHOOL FOR THE BLIND BLDG 14   | 115 STEWARTS FERRY PIKE         | NASHVILLE     |
| Other     | Garaventa Lift    | Handicap          | 2     | 0     | 495      | 13    | TN SCHOOL FOR THE DEAF ADKIN GYM         | HANDICAP LIFT            | Education        | TN SCHOOL FOR THE DEAF ADKIN GYM         | 2725 ISLAND HOME                | KNOXVILLE     |
| Elevator  | Kone              | Traction          | 2     | 1     | 2500     | 100   | TN SCHOOL FOR THE DEAF HIGH SCHOOL - PE  | PASSENGER ELEVATOR       | Education        | TN SCHOOL FOR THE DEAF HIGH SCHOOL       | 2725 ISLAND HOME                | KNOXVILLE     |
| Elevator  | TKE               | Hydraulic         | 3     | 1     | 2100     | 100   | TN SCHOOL FOR THE DEAF JONES BLDG - PE   | PASSENGER ELEVATOR       | Education        | TN SCHOOL FOR THE DEAF JONES BLDG        | 2725 ISLAND HOME                | KNOXVILLE     |

| Equipment | Manufacturer      | Type        | Stops  | Doors | Capacity | Speed | General description                      | Equipment description     | Agency           | Building                                 | Address                   | City             |
|-----------|-------------------|-------------|--------|-------|----------|-------|--|---------------------------|------------------|--|---------------------------|------------------|
| Elevator  | Northern          | Hydraulic   | 3      | 2     | 2100     | 100   | TN SCHOOL FOR THE DEAF LIBRARY - PE      | PASSENGER ELEVATOR        | Education        | TN SCHOOL FOR THE DEAF LIBRARY           | 2725 ISLAND HOME          | KNOXVILLE        |
| Elevator  | TKE               | Hydraulic   | 2      | 1     | 2100     | 100   | TN SCHOOL FOR THE DEAF MID SCHOOL - PE   | PASSENGER ELEVATOR        | Education        | TN SCHOOL FOR THE DEAF MID SCHOOL        | 2725 ISLAND HOME          | KNOXVILLE        |
| Elevator  | Kone              | Traction    | 2      | 1     | 5000     | 150   | TN SCHOOL FOR THE DEAF (442)             | PASSENGER ELEVATOR        | Education        | TN SCHOOL FOR THE DEAF RESIDENCE HALL    | 2725 ISLAND HOME          | KNOXVILLE        |
| Elevator  | Kone              | Traction    | 3      | 1     | 2000     | 150   | TN SCHOOL FOR THE DEAF WARD BLDG - PE    | PASSENGER ELEVATOR        | Education        | TN SCHOOL FOR THE DEAF WARD BLDG         | 2725 ISLAND HOME          | KNOXVILLE        |
| Elevator  | TKE               | Hydraulic   | 3      | 1     | 3500     | 80    | TN SCHOOL FOR THE DEAF OLD GYM - PE      | PASSENGER ELEVATOR        | Education        | TN SCHOOL FOR THE DEAF OLD GYM           | 2725 ISLAND HOME BLVD     | KNOXVILLE        |
| Elevator  | TKE               |             | 3      |       | 4500     | 102   | GOVERNORS MANSION - CONSERVATION HALL    | CONSERVATION HALL HP      | General Services | GOVERNORS MANSION                        | 882 SOUTH CURTISWOOD LANE | NASHVILLE        |
| Elevator  | TKE               |             | 3      |       | 2500     | 125   | GOVERNORS MANSION - CONSERVATION HALL #2 | CONSERVATION HALL #2      | General Services | GOVERNORS MANSION                        | 882 SOUTH CURTISWOOD LANE | NASHVILLE        |
| Elevator  | TKE               |             |        |       | 2500     | 115   | GOVERNORS MANSION - EXEC RESIDENCE PE    | RESIDENTIAL ELEVATOR      | General Services | GOVERNORS MANSION                        | 882 SOUTH CURTISWOOD LANE | NASHVILLE        |
| Elevator  | TKE               |             |        |       | 2500     | 125   | GOVERNORS MANSION - RESIDENCE FREIGHT    | RESIDENTIAL FREIGHT ELEV  | General Services | GOVERNORS MANSION                        | 882 SOUTH CURTISWOOD LANE | NASHVILLE        |
| Elevator  | Otis Elevator     |             |        |       | 3500     | 125   | TENN REHABILITATION CTR - #2 ADM PASS    | #2 ADMINISTRATION PASS    | Human Services   | TENN REHABILITATION CTR                  | 460 9TH AVE               | SMYRNA           |
| Elevator  | Kone              |             |        |       | 3500     | 150   | TENNESSEE REHABILIT - DORM ELEV          | DORM PASSENGER ELEV       | Human Services   | TENN REHABILITATION CTR                  | 460 9TH AVE               | SMYRNA           |
| Elevator  | Virginia Controls |             |        |       | 4000     | 150   | MOCCASIN BEND M H INSTITUTE- WINSTON #1  | TRACTION PASSENGER        | Mental Health    | STATE OF TN- MOCCASIN BEND M/H INSTITUTE | 100 MOCCASIN BEND ROAD    | CHATTANOOGA      |
| Elevator  | Otis Elevator     |             |        |       | 2500     | 100   | WESTERN INSTITUTE - #1 PASS MAIN CLINIC  | #1 PASS MAIN CLINIC       | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | TKE               |             |        |       | 2500     | 125   | WESTERN INSTITUTE - #1 SERV MAIN CLINIC  | #1 SERV MAIN CLINIC       | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | TKE               |             |        |       | 4500     | 150   | WESTERN INSTITUTE - #2 SERV MAIN CLINIC  | #2 SERV MAIN CLINIC       | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | Rotary            |             |        |       | 2500     | 35    | WESTERN INSTITUTE - ADMIN KITCHEN        | ADMIN KITCHEN PASS ELEV   | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | TKE               |             |        |       | 4500     | 150   | WESTERN INSTITUTE - ADMIN PASS           | ADMIN PASS ELEV           | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | Abel Elevator     |             |        |       | 3500     | 100   | WESTERN INSTITUTE - CLEMENT BLDG WEST    | CLEMENT BLDG WEST ELEV    | Mental Health    | WESTERN INSTITUTE                        | 11100 HIGHWAY 64          | BOLIVAR          |
| Elevator  | TKE               | Hydraulic   | 2 or 3 |       | 5000     | 125   | MEMPHIS MENTAL HEALTH - #1 PASS ELEV     | #1 PASSENGER ELEVATOR     | Mental Health    | MEMPHIS MENTAL HEALTH                    | 951 COURT AVENUE          | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   | 2 or 3 |       | 5000     | 125   | MEMPHIS MENTAL HEALTH - #2 PASS ELEV     | #2 PASSENGER ELEVATOR     | Mental Health    | MEMPHIS MENTAL HEALTH                    | 951 COURT AVENUE          | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   | 4 or 5 |       | 4500     | 125   | MEMPHIS MENTAL HEALTH - #3 PASS FRT      | #3 PASSENGER FREIGHT      | Mental Health    | MEMPHIS MENTAL HEALTH                    | 951 COURT AVENUE          | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   | 2 or 3 |       | 4500     | 125   | MEMPHIS MENTAL HEALTH - #4 PASS ELEV     | #4 PASSENGER ELEVATOR     | Mental Health    | MEMPHIS MENTAL HEALTH                    | 951 COURT AVENUE          | MEMPHIS          |
| Elevator  | TKE               |             |        |       | 2500     | 100   | TN ARMY NG READINESS CENTER - SMYRNA     | BUILDING 250              | Military/ANG     | DEPT OF MILITARY - NASHVILLE             | 504 8TH AVE               | SMYRNA           |
| Elevator  | TKE               |             |        |       | 2500     | 100   | DEPT OF MILITARY-ARMY AVIATION SUPPORT   | ARMY AVIATION ELEVATOR #2 | Military/CFMO    | DEPT OF MILITARY-ARMY AVIATION SUPPORT   | 2111 ARMY DRIVE           | LOUISVILLE/ALCOA |
| Elevator  | TKE               |             |        |       | 2100     | 120   | DEPT OF MILITARY-ARMY AVIATION SUPPORT   | ARMY AVIATION ELEVATOR    | Military/TEMA    | DEPT OF MILITARY-ARMY AVIATION SUPPORT   | 2111 ARMY DRIVE           | ALCOA            |
| Elevator  | Dover Elevator    |             |        |       | 2000     | 100   | DEPT OF MILITARY - CHATTANOOGA PASS      | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY - CHATTANOOGA           | 1801 HOLTZCLAW AVENUE     | CHATTANOOGA      |
| Elevator  |                   |             |        |       |          |       | DEPT OF MILITARY-GRAY FACILITY 1         | GRAY FACILITY ELEVATOR    | Military/TEMA    | DEPT OF MILITARY-GRAY FACILITY           | 253 DONALD MAY ROAD       | GRAY             |
| Elevator  | Schindler         | Hydraulic   |        |       | 2100     | 100   | HENDERSON READINESS CENTER - #1 PE       | #1 PASSENGER ELEVATOR     | Military/TEMA    | HENDERSON READINESS CENTER               | 759 EAST MAIN ST          | HENDERSON        |
| Other     | Garaventa         |             |        |       | 495      | 13    | ARMY NATIONAL GUARD JACKSON - #1 WCL     | #1 WHEELCHAIR LIFT        | Military/TEMA    | ARMY NATIONAL GUARD JACKSON              | 1510 HWY 70 BY PASS       | JACKSON          |
| Other     | Garaventa         |             |        |       | 495      | 13    | ARMY NATIONAL GUARD JACKSON - #2 WCL     | #2 WHEELCHAIR LIFT        | Military/TEMA    | ARMY NATIONAL GUARD JACKSON              | 1510 HWY 70 BY PASS       | JACKSON          |
| Elevator  | TKE               |             |        |       | 3500     | 150   | TENNESSEE AIR NAT GUARD BLDG 132 - #1 PE | #1 PASSENGER ELEVATOR     | Military/TEMA    | TENNESSEE AIR NATIONAL GUARD BLDG 132    | 134 BRISCOE DR            | LOUISVILLE       |
| Elevator  | Kone              |             |        |       | 2500     | 150   | TENNESSEE AIR NAT GUARD BLDG 320 - #1 PE | #1 PASSENGER ELEVATOR     | Military/TEMA    | TENNESSEE AIR NATIONAL GUARD BLDG 320    | 134 BRISCOE DR            | LOUISVILLE       |
| Elevator  | TKE               |             |        |       | 3500     | 150   | TENNESSEE AIR NAT GUARD BLDG 408 - #1 PE | #1 PASSENGER ELEVATOR     | Military/TEMA    | TENNESSEE AIR NATIONAL GUARD BLDG 408    | 123 BRISCOE DR            | LOUISVILLE       |
| Elevator  | TKE               |             |        |       | 2500     | 150   | TENNESSEE AIR NAT GUARD BLDG 406 - #1 PE | #1 PASSENGER ELEVATOR     | Military/TEMA    | TENNESSEE AIR NATIONAL GUARD BLDG 406    | 406 POST AVE              | LOUISVILLE       |
| Elevator  | TKE               |             |        |       | 3500     | 150   | DEPT OF MILITARY READINESS CENTER - PASS | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY READINESS CENTER        | 2109 ARMY DRIVE           | LOUISVILLE       |
| Elevator  |                   |             | 3      |       |          |       | READINESS CENTER AIRBASE BLDG 409        | #1 PASSENGER ELEVATOR     | Military/ANG     | READINESS CENTER AIRBASE BLDG 409        | 320 POST AVE              | LOUISVILLE       |
| Elevator  |                   |             |        |       |          |       | READINESS CENTER AIRBASE BLDG 414A       | #1 PASSENGER ELEVATOR     | Military/TEMA    | READINESS CENTER AIRBASE BLDG 414A       | 2109 ARMY DRIVE           | LOUISVILLE       |
| Elevator  |                   |             |        |       |          |       | READINESS CENTER AIRBASE BLDG 414B       | #2 PASSENGER ELEVATOR     | Military/TEMA    | READINESS CENTER AIRBASE BLDG 414B       | 2109 ARMY DRIVE           | LOUISVILLE       |
| Elevator  | TKE               |             |        |       | 2500     | 150   | TN DEPT OF MILITARY - PASS ELEV          | PASSENGER ELEVATOR        | Military/TEMA    | TN DEPT OF MILITARY                      | 406 POST AVE              | LOUISVILLE       |
| Elevator  | Schindler         | Hydraulic   |        |       | 2500     | 125   | AIR NATIONAL GUARD 5 - #5 BASE CIVIL ENG | #5 BASE CIVIL ENG PE      | Military/TEMA    | AIR NATIONAL GUARD 5                     | 2884 STAIRLIFTER LN       | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   |        |       | 2500     | 110   | AIR NATIONAL GUARD 4 - #4 SQUADRON       | #4 SQUADRON SIMULATOR PE  | Military/TEMA    | AIR NATIONAL GUARD 4                     | 2890 STAR LIFTER LN       | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   |        |       | 2500     | 110   | AIR NATIONAL GUARD - #1 BASE SUPPLY      | #1 PASSENGER ELEVATOR     | Military/TEMA    | AIR NATIONAL GUARD - BASE SUPPLY #1      | 4575 GALAXY DRIVE         | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   |        |       | 2500     | 110   | AIR NATIONAL GUARD 2 - #2 OPERATIONS     | #2 OPERATIONS TRAINING PE | Military/TEMA    | AIR NATIONAL GUARD 2                     | 4607 GALAXY DR            | MEMPHIS          |
| Elevator  | TKE               | Hydraulic   |        |       | 2500     | 110   | AIR NATIONAL GUARD - #3 COMM & SECURITY  | #3 PASSENGER ELEV         | Military/TEMA    | AIR NATIONAL GUARD - COMM & SECURITY #3  | 4625 GALAXY DRIVE         | MEMPHIS          |
| Elevator  | Dover Elevator    |             |        |       |          |       | DEPT OF MILITARY BLDG 747 - PASS ELEV    | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY BLDG 747                | 240 KNAPP BLVD            | NASHVILLE        |
| Elevator  | TKE               |             |        |       |          |       | DEPT OF MILITARY BLDG 801 - PASS ELEV    | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY BLDG 801                | 240 KNAPP BLVD            | NASHVILLE        |
| Elevator  | Dover Elevator    |             |        |       |          |       | DEPT OF MILITARY BLDG 810 - PASS ELEV    | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY BLDG 810                | 240 KNAPP BLVD            | NASHVILLE        |
| Elevator  | TKE               |             |        |       |          |       | DEPT OF MILITARY BLDG 735 - PASS ELEV    | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY BLDG 735                | 240 KNAPP BLVD            | NASHVILLE        |
| Elevator  | Kone              |             |        |       | 2500     | 150   | DEPT OF MILITARY JDHQ HUGH MOTT - PASS   | PASSENGER ELEVATOR        | Military/TEMA    | DEPT OF MILITARY JDHQ HUGH MOTT BLDG     | 3041 SIDCO DR             | NASHVILLE        |
| Elevator  | Savaria           |             |        |       |          |       | DEPT OF MILITARY - NASH JDHQ BLDG LIFT#1 | SAVARIA VERT LIFT #1      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Elevator  | Savaria           |             |        |       |          |       | DEPT OF MILITARY - NASH JDHQ BLDG LIFT#2 | SAVARIA VERT LIFT #2      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Elevator  | Savaria           |             |        |       | 450      | 21    | DEPT OF MILITARY - NASH JDHQ BLDG LIFT#3 | SAVARIA INCL LIFT #3      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Elevator  | TKE               |             |        |       | 2500     | 350   | DEPT OF MILITARY - NASH JDHQ BLDG PASS#2 | #2 TRACTION ELEVATOR      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Elevator  | TKE               |             |        |       | 5000     | 350   | DEPT OF MILITARY - NASH JDHQ BLDG PASS#3 | #3 TRACTION ELEVATOR      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Elevator  | TKE               |             |        |       | 2500     | 350   | DEPT OF MILITARY - NASH JDHQ BLDG PASS#1 | #1 TRACTION ELEVATOR      | Military/TEMA    | DEPT OF MILITARY - NASHVILLE             | 3041 SIDCO DRIVE          | NASHVILLE        |
| Other     | Wheel-O-Vator     |             |        |       | 750      | 20    | DEPARTMENT OF MILITARY - BLDG 500 WCL    | BLDG 500 WHEELCHAIR LIFT  | Military/TEMA    | DEPARTMENT OF MILITARY                   | 500 7TH AVE               | SMYRNA           |
| Other     | Wheel-O-Vator     |             |        |       | 750      | 20    | DEPT OF MILITARY - VOL TRNG BLDG 250     | WCL                       | Military/TEMA    | DEPT OF MILITARY - SMYRNA                | 504 8TH AVE               | SMYRNA           |
| Elevator  |                   |             |        |       |          |       | DEPT OF MILITARY AFRC BLDG 686           | AFRC BLDG 686             | Military/TEMA    | DEPT OF MILITARY AFRC BLDG 686           | 686 FITZHUGH BLVD         | SMYRNA           |
| Elevator  | TKE               |             |        |       | 2500     | 95    | TULLAHOME RC DEPT OF MILITARY - #1 PE    | #1 PASSENGER ELEVATOR     | Military/TEMA    | TULLAHOME RC DEPT OF MILITARY            | 1402 EAST CARROLL ST      | TULLAHOME        |
| Elevator  | TKE               |             |        |       | 3500     | 160   | MONTGOMERY BELL ST PARK INN - #1 PASS EL | #1 PASSENGER ELEVATOR     | TDEC             | MONTGOMERY BELL ST PARK INN              | 1000 HOTEL AVE            | BURNS            |
| Elevator  | TKE               |             |        |       | 3500     | 160   | MONTGOMERY BELL ST PARK INN - #2 PASS EL | #2 PASSENGER ELEVATOR     | TDEC             | MONTGOMERY BELL ST PARK INN              | 1000 HOTEL AVE            | BURNS            |
| Elevator  | TKE               |             |        |       | 4500     | 110   | MONTGOMERY BELL ST PARK INN - #3 PASS EL | #3 PASSENGER ELEVATOR     | TDEC             | MONTGOMERY BELL ST PARK INN              | 1000 HOTEL AVE            | BURNS            |
| Elevator  | TKE               |             |        |       | 4500     | 125   | PICKWICK LANDING ST PK INN - #1 PASS ELE | #1 PASSENGER ELEVATOR     | TDEC             | PICKWICK LANDING ST PK INN               | 220 PLAYGROUND LP         | COUNCE           |
| Elevator  | TKE               |             |        |       | 2500     | 200   | PICKWICK LANDING ST PK INN - #2 PASS ELE | #2 PASSENGER ELEVATOR     | TDEC             | PICKWICK LANDING ST PK INN               | 220 PLAYGROUND LP         | COUNCE           |
| Elevator  | TKE               |             |        |       | 2500     | 200   | PICKWICK LANDING ST PK INN - #3 PASS ELE | #3 PASSENGER ELEVATOR     | TDEC             | PICKWICK LANDING ST PK INN               | 220 PLAYGROUND LP         | COUNCE           |
| Elevator  | TKE               | Hydraulic   | 3      | 1     | 3500     | 150   | FALL CREEK FALLS - #1 PASSENGER ELEVATOR | #1 PASSENGER ELEVATOR     | TDEC             | FALL CREEK FALLS                         | 2536 LAKESIDE RD          | SPENCER          |
| Elevator  | TKE               | Hydraulic   | 3      | 1     | 3500     | 150   | FALL CREEK FALLS - #2 PASSENGER ELEVATOR | #2 PASSENGER ELEVATOR     | TDEC             | FALL CREEK FALLS                         | 2536 LAKESIDE RD          | SPENCER          |
| Elevator  | TKE               | Hydraulic   | 2      | 1     | 5000     | 150   | FALL CREEK FALLS - #3 PASSENGER ELEVATOR | #3 PASSENGER ELEVATOR     | TDEC             | FALL CREEK FALLS                         | 2536 LAKESIDE RD          | SPENCER          |
| Elevator  | Otis Elevator     | Belt Driven | 4      | 2     | 4500     | 150   | LODGE AT PARIS LANDING - #1 PASS ELEV    | #1 PASSENGER ELEVATOR     | TDEC             | LODGE AT PARIS LANDING                   | 400 LODGE RD              | BUCHANAN         |
| Elevator  | Otis Elevator     | Belt Driven | 4      | 1     | 3000     | 150   | LODGE AT PARIS LANDING - #2 PASS ELEV    | #2 PASSENGER ELEVATOR     | TDEC             | LODGE AT PARIS LANDING                   | 400 LODGE RD              | BUCHANAN         |
| Elevator  | Otis Elevator     | Belt Driven | 4      | 1     | 3000     | 150   | LODGE AT PARIS LANDING - #3 PASS ELEV    | #3 PASSENGER ELEVATOR     | TDEC             | LODGE AT PARIS LANDING                   | 400 LODGE RD              | BUCHANAN         |
| Elevator  | Otis Elevator     | Belt Driven | 4      | 1     | 3000     | 150   | LODGE AT PARIS LANDING - #4 PASS ELEV    | #4 PASSENGER ELEVATOR     | TDEC             | LODGE AT PARIS LANDING                   | 400 LODGE RD              | BUCHANAN         |
| Elevator  | TKE               |             |        |       | 2500     | 125   | 4209 NASHVILLE HWY BLDG - PASS ELEV      | PASSENGER ELEVATOR        | TDEC             | HENRY HORTON STATE PARK INN              | 4209 NASHVILLE HWY        | CHAPEL HILL      |

| Equipment | Manufacturer   | Type      | Stops | Doors | Capacity | Speed | General description                      | Equipment description   | Agency | Building                            | Address              | City         |
|-----------|----------------|-----------|-------|-------|----------|-------|--|-------------------------|--------|-------------------------------------|----------------------|--------------|
| Other     |                |           |       |       |          |       | HENRY HORTON STATE PARK INN - DUMBWAITER | DUMBWAITER              | TDEC   | HENRY HORTON STATE PARK INN         | 4358 NASHVILLE HWY   | CHAPEL HILL  |
| Elevator  |                |           |       |       |          |       | HENRY HORTON STATE PARK INN - PASS ELEV  | PASSENGER ELEVATOR      | TDEC   | HENRY HORTON STATE PARK INN         | 4358 NASHVILLE HWY   | CHAPEL HILL  |
| Elevator  | Dover Elevator |           | 3     | 1     | 3000     | 135   | NATCHEZ TRACE ST PARK PIN OAK LODGE - #1 | #1 PASSENGER ELEVATOR   | TDEC   | NATCHEZ TRACE ST PARK PIN OAK LODGE | 567 PIN OAK LODGE RD | WILDERSVILLE |
| Other     | Wheel-O-Vator  |           | 1     | 2     | 750      | 9     | NATCHEZ TRACE ST PARK PIN OAK LODGE - #2 | #2 WHEELCHAIR LIFT      | TDEC   | NATCHEZ TRACE ST PARK PIN OAK LODGE | 567 PIN OAK LODGE RD | WILDERSVILLE |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 3000     | 105   | TENNESSEE DEPARTMENT OF TRNSP - #1 PE    | #1 PASSENGER ELEVATOR   | TDOT   | TENNESSEE DEPARTMENT OF TRNSP       | 7500 VOLKSWAGEN DR   | CHATTANOOGA  |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 3500     | 105   | TENNESSEE DEPARTMENT OF TRNSP ADMIN - #1 | #1 PASSENGER ELEVATOR   | TDOT   | TENNESSEE DEPARTMENT OF TRNSP ADMIN | 7512 VOLKSWAGEN DR   | CHATTANOOGA  |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 2500     | 105   | TENNESSEE DEPARTMENT OF TRNSP ADMIN - #2 | #2 PASSENGER ELEVATOR   | TDOT   | TENNESSEE DEPARTMENT OF TRNSP ADMIN | 7512 VOLKSWAGEN DR   | CHATTANOOGA  |
| Elevator  | Esco           | Hydraulic | 2     | 2     | 3500     | 150   | TDOT REGION 4 OFFICE - #1 PASS ELEV      | #1 PASSENGER ELEVATOR   | TDOT   | TDOT REGION 4 OFFICE                | 300 BENCHMARK PLACE  | JACKSON      |
| Elevator  | Esco           | Hydraulic | 2     | 2     | 3500     | 150   | TDOT REGION 4 OFFICE - #2 PASS ELEV      | #2 PASSENGER ELEVATOR   | TDOT   | TDOT REGION 4 OFFICE                | 300 BENCHMARK PLACE  | JACKSON      |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 2500     | 100   | TDOT - Administration Building           | PASS ELEVATOR #1        | TDOT   | TENNESSEE DEPT OF TRANSPORTATION    | 7345 REGION LANE     | KNOXVILLE    |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 2500     | 100   | TDOT - Administration Building           | PASS ELEVATOR #2        | TDOT   | TENNESSEE DEPT OF TRANSPORTATION    | 7345 REGION LANE     | KNOXVILLE    |
| Elevator  | TKE            | Hydraulic | 2     | 1     | 3000     | 125   | TN DEPT OF TRANSPORTATION - #1 PASS ELEV | #1 PASSENGER ELEVATOR   | TDOT   | TN DEPT OF TRANSPORTATION           | 7238 REGION LN       | KNOXVILLE    |
| Elevator  | Schindler      | Hydraulic | 2     | 2     | 2500     | 150   | TDOT - PASSENGER ELEVATOR                | PASSENGER ELEVATOR      | TDOT   | TDOT                                | 5344 BOSWELL AVE     | MEMPHIS      |
| Elevator  | TKE            | Hydraulic | 2     | 2     | 3000     |       | CENTENNIAL PLAZA DOT - #1 PASSENGER ELEV | #1 PASSENGER ELEVATOR   | TDOT   | CENTENNIAL PLAZA DOT                | 6601 CENTENNIAL BLVD | NASHVILLE    |
| Elevator  | Dover Elevator | Hydraulic | 3     | 1     | 3500     | 160   | CENTENNIAL PLAZA DOT - #2 PASSENGER ELEV | #2 PASSENGER ELEVATOR   | TDOT   | CENTENNIAL PLAZA DOT                | 6601 CENTENNIAL BLVD | NASHVILLE    |
| Elevator  | Dover Elevator | Hydraulic | 3     | 1     | 3500     | 160   | CENTENNIAL PLAZA DOT - #3 PASSENGER ELEV | #3 PASSENGER ELEVATOR   | TDOT   | CENTENNIAL PLAZA DOT                | 6601 CENTENNIAL BLVD | NASHVILLE    |
| Elevator  | Kone           |           |       |       | 2500     | 150   | TENN WILDLIFE RESOURCES - TWRA PASS ELEV | TWRA PASSENGER ELEVATOR | TWRA   | TENN WILDLIFE RESOURCES             | 5107 EDMONDSON PK    | NASHVILLE    |