



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
FOR
STATEWIDE COURIER SERVICE**

RFP # 34308-08017

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1. INTRODUCTION

The State of Tennessee, Department of Health, hereinafter referred to as “the State,” has issued 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 businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The Department of Health Laboratory Services is seeking a contract for statewide courier services to provide a seven day a week pickup and delivery service for biological specimens, reports, and supplies. The pickup and delivery locations include county health departments, hospitals, and birthing centers. The days of service may vary with the specific pickup location. The Contractor shall furnish all labor, equipment, transportation, as will be required to provide at a minimum, a once-a-day pick-up and delivery service for delivery of specimens to the three public health laboratories located in Nashville (630 Hart Lane, Nashville, TN 37216), Knoxville (2101 Medical Center Way, Knoxville, TN 37920), and Memphis (814 Jefferson Avenue, Memphis, TN 38105). The Contractor will be required to **arrive after 5:00 P.M. local time** at each service location to pick-up samples awaiting delivery to a public health laboratory. Each service location will provide a contact person for after-hours inquiries. The Contractor will deliver samples picked-up the previous evening to the specified laboratory facility no later than 7:30 A.M. local time the next morning. At that time, the Contractor will pick up any laboratory reports or specimen collection supplies from the laboratory and deliver them to the service locations, listed herein, the next day when picking up specimens.

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 # 34308-08017

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:

Brandon Silby, Solicitation Coordinator
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
615-532-2440
Brandon.Silby@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, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <http://www.tn.gov/generalservices/article/godbe-general-contacts> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

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: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 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 at:

Tennessee State Laboratory
630 Hart Lane Nashville, TN 37216
Conference Room 7

Call in number is 1-888-757-2790
Participant passcode 620881

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
- 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. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 5, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	May 10, 2016
3. Pre-response Conference	9:00 a.m.	May 12, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 13, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 20, 2016
6. State Response to Written "Questions & Comments"		May 27, 2016
7. Response Deadline	2:00 p.m.	June 8, 2016
8. State Completion of Technical Response Evaluations		June 14, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 15, 2016
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 23, 2016
11. End of Open File Period		June 30, 2016
12. State sends contract to Contractor for signature		July 6, 2016
13. Contractor Signature Deadline	2:00 p.m.	July 11, 2016

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent must 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 respond 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.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:
“RFP # 34308-08017 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 labeled:
“RFP # 34308-08017 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 34308-08017 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:
“RFP # 34308-08017 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
“DO NOT OPEN... RFP # 34308-08017 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34308-08017 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 # 34308-08017 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 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:

Brandon Silby, Solicitation Coordinator
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
615-532-2440
Brandon.Silby@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.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

From time-to-time, the State may 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. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

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. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 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 *Tennessee Code Annotated*, Section 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 start date or after the Contract end date.
- 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 of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

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

5.2. Evaluation Process

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

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

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

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

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

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

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

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to 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. **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 negotiation 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 # 34308-08017 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 Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
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.

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:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>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 standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(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).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is 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 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<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>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4.	Provide a narrative that details the tracking mechanisms the Respondent will utilize to track the courier shipments.		5	
	C.5.	Provide a narrative illustrating the dimensions and qualities of the lock boxes to be installed at service locations.		3	
	C.6.	Provide a narrative illustrating the Respondent's degree of experience providing statewide courier services.		3	
	C.7.	Provide a narrative illustrating the Respondent's degree of experience transporting biological specimens.		3	
	C.8.	Provide a list and describe all of the fleet vehicles to be used in courier service. Include make model and year of vehicles, and ownership details.		3	
	C.9.	Provide a description of your maintenance plan for your fleet vehicles.		3	
	C.10.	Please provide your current number of employees and their roles as it would relate to providing this service. If you plan on hiring more employees to provide this service, please provide a brief description of your hiring/training plan.		5	
	C.11.	Provide a narrative illustrating how the Respondent will maintain the integrity of samples in transit.		3	
	C.12.	Provide a narrative illustrating how the Respondent will implement training in the Health Insurance Portability and Accountability Act (HIPAA), biosafety, and Department of		3	

RFP # 34308-08017

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Transportation (DOT) regulations.			
	C.13.	Provide a narrative illustrating how the Respondent intends to divide the state between individual couriers; including length of routes and development of routes.		5	
	C.14.	Provide a narrative illustrating the Respondent’s plan for emergency sample pick-ups and missed pick-ups; including method of responding within thirty (30) minutes from notice.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score			X 50 <i>(maximum possible score)</i>	= SCORE:	
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Courier service for locations indicated as "Daily" service types in Attachment A	\$ per location / run	180,000	
Courier service for locations indicated as "Call-In" service types in Attachment A	\$ per location / run	23,310	
Emergency service same day pick-up	\$ / run	420	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals			

evaluation cost amount being evaluated		x 30 (maximum section score)	= SCORE:

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34308-08017 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;
- 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.

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

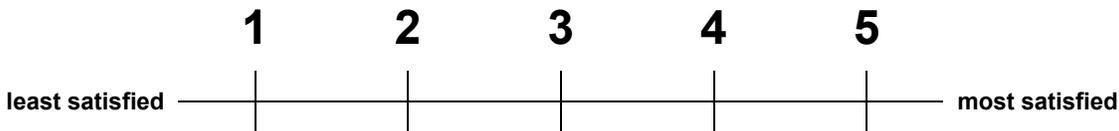
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

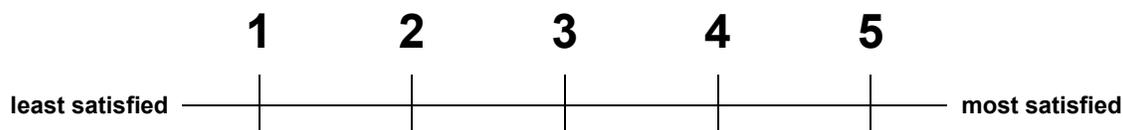


RFP # 34308-08017 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) 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.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

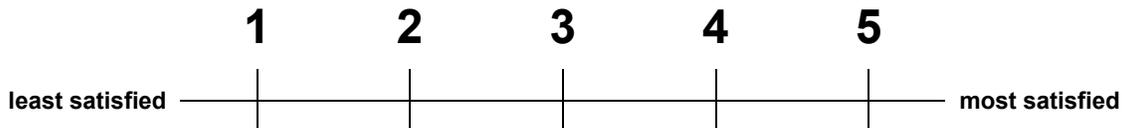


What, if any, comments do you have regarding the score selected above?

RFP # 34308-08017 REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

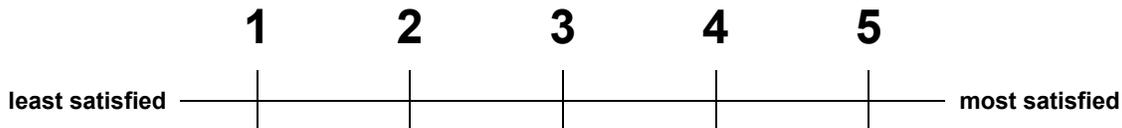
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

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

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34308-08017 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Health (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of a statewide courier service to provide a seven day a week pickup and delivery for biological specimens, reports, and supplies, 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. Service Definitions.

- a. TDHLS Knoxville – 2101 Medical Center Way, Knoxville, TN 37920
- b. TDHLS Memphis – 814 Jefferson Avenue, Memphis, TN 38105
- c. TDHLS Nashville – 630 Hart Lane, Nashville, TN 37216
- d. Regional DOH Laboratories – TDHLS Knoxville, TDHLS Memphis, and TDHLS Nashville
- e. State Recognized Holidays - Days of the year determined by the Governor of Tennessee to be celebrated as holidays. These particular days are determined annually and published at <http://www.tn.gov/main/article/state-holidays>.
- f. State Contract Administrator - The State contact person as indicated in section D.2 of this Agreement, or their designee. State shall inform the Contractor in writing upon assigning this role to someone other than the individual mentioned in section D.2.
- g. Service Locations - All locations listed as a pickup site on Attachment A of this agreement.

A.3. Courier Service.

- a. **Daily Route Hospitals**
Contractor shall provide pick-up and delivery services 7 days a week, Sunday through Saturday, from daily route hospitals with delivery to the State location indicated on the package label. Contractor shall provide pick-up and delivery service from daily route hospitals listed as in Attachment A for delivery of specimens to TDHLS Nashville, at the frequency indicated for each location in Attachment A.

Contractor will be required to arrive after 5:00 P.M. local time at each hospital, Sunday through Saturday, including state recognized holidays to pick-up samples awaiting delivery to TDHLS Nashville facility. Each hospital will provide a contact person for after-hours inquiries. Contractor will deliver samples picked-up the previous evening to TDHLS Nashville no later than 7:30 A.M. Central Time the next morning 7 Days a week, including state recognized holidays. At that time, the Contractor will pick up any laboratory reports or specimen collection supplies from TDHLS Nashville and deliver

them to the daily route hospitals during the next scheduled pick up at the specified location.

- b. **Daily Route Other Service Locations**
 Contractor shall provide daily pickup and delivery services between the daily route non-hospital service locations and the Regional DOH Laboratories as indicated in Attachment A. Contractor shall service the daily route non-hospital service locations 5 days a week, Monday – Friday, excluding state recognized holidays. Contractor shall service Regional DOH Laboratories 6 days a week, Monday – Saturday, including state-recognized holidays. Specimens picked up from daily route health departments shall be delivered to the Regional DOH Laboratory specified on the specimen. Contractor will be required to arrive after 5:00 P.M. local time at each daily route non –hospital service locations, Monday through Friday. Each service location will provide a contact person for after-hours inquiries. Contractor will deliver samples picked-up the previous evening to the specified Regional DOH Laboratory no later than 7:30 A.M. local time the next morning (Tuesday through Saturday); including state recognized holidays. At that time, Contractor will pick up any laboratory reports or specimen collection supplies from the Regional DOH Laboratory and deliver them to the specified daily route service location during the next scheduled pick up at the specified location
1. Currently, Saturday delivery is not possible at TDHLS Memphis. Specimens that are picked up on Friday, to be delivered to TDHLS Memphis shall be held between 65° F and 75° F temperature at Contractor’s facility for next business day delivery.
 2. If Saturday delivery at TDHLS Memphis is developed, specimens will be delivered to this facility on Saturdays by 7:30 A. M.

A.4. Call-in Service.

- a. **Hospital Call-in Locations**
 Contractor shall provide on-call pick-up and delivery service, available 7 days a week, Sunday through Saturday, including state-recognized holidays, to the hospitals indicated as “Call- in service” on Attachment A. Delivery will be made to the State facility as indicated on the sample. Service to these call–in locations should only be provided by Contractor when properly notified via web portal, phone, or email. Contractor shall provide both a telephone number and an e-mail address as means to contact and inform Contractor of a needed service to a call- in site. All same-day service requests from call in sites will be placed by 4:00 pm local time. Same-day service requests received after 4:00 pm local time will be honored at Contractor’s discretion. Contractor shall confirm receipt and scheduled pick-up of call in requests by email notification to requesting State facility.
- Pick-ups from call in locations shall occur after 5:00 pm local time. Each service location will provide a contact person for after- hours inquiries. Contractor will deliver samples picked-up the previous evening to the State facility no later than 7:30 A.M. local time the next morning (Monday through Sunday); including state recognized holidays.
- b. **Other Service Location Call-In Locations**
 Contractor shall provide on-call pick-up and delivery service, available 5 days a week, Monday through Friday, excluding state-recognized holidays, to the non-hospital service locations indicated as “Call- in service” on Attachment A. Delivery will be made to the State facility as indicated on the sample. Service to these call–in locations should only be provided by Contractor when properly notified via web portal, phone or email. Contractor shall provide both a telephone number and an e-mail address as means to contact and inform Contractor of a needed service to a call- in site. All same-day service requests from call in sites will be placed by 4:00 pm local time. Same-day service requests received after 4:00 pm local time will be honored at Contractor’s discretion. Contractor shall confirm receipt and scheduled pick- up of all call in requests by email notification to requesting facility.

Pick-ups from call in locations shall occur after 5:00 pm local time. Each service location will provide a contact person for after- hours inquiries. Contractor will deliver samples picked-up the previous evening to the TDHLS facility no later than 7:30 A.M. local time the next morning (Tuesday through Saturday); including state recognized holidays

1. Currently, Saturday delivery is not possible at TDHLS Memphis. Specimens that are picked up on Friday, to be delivered to TDHLS Memphis shall be held between 65° F and 75° F temperature at Contractor's facility for next business day delivery.
2. If Saturday delivery at TDHLS Memphis is developed, specimens will be delivered to this facility on Saturdays by 7:30 A. M.

A.5. Emergency Service.

Contractor shall provide same day pick-up and delivery service upon request of the State at the rate specified in Section C. The Contractor shall only make emergency pickups or deliveries when notified by the State via phone or email. Contractor shall have the capability, if requested, of providing courier services twenty-four (24) hours per day, seven (7) days a week and on holidays. The Contractor will provide a telephone number and e-mail by which the Contractor may be contacted and notified of emergency requests. An emergency service pick-up shall not include service to rectify a missed pick-up of a prescheduled service location.

For emergency requests, pick-up of specimens shall be completed within 2 hours of notification. Delivery must be made within 10 hours from the time of notification of pick up.

A.6. Tracking System.

- a. Contractor will provide an electronic tracking system capable of using package labels and providing real-time updates as to the location, route, and estimated delivery of any package picked up by Contractor. Contractor shall have the capability of tracking all package shipments upon receiving a tracking request by providing a system for marking all packages being shipped. Contractor will make online portal system available to the State and all service locations, to track packages as they are being delivered and to view historical delivery information.
- b. Contractor's tracking system shall provide the following data:
 - (1) Description of package or specimen
 - (2) Unique Package identification number
 - (3) Location of pickup
 - (4) Time of Pick up
 - (5) Location of Delivery
 - (6) Estimated Arrival (field should update intermittently)
 - (7) Actual Time of Delivery
 - (8) Package Handler ID
 - (9) Type of pickup (i.e.- daily route, call-in, or emergency)
- c. Contractor shall provide a sufficient number of barcode recording media labels to each site to facilitate the marking of all outgoing packages.
- d. Contractor shall maintain all tracking and delivery data within its system for the length of this agreement. Within 30 days of the conclusion of this agreement, contractor shall provide all tracking data to the State, and then destroy all residual State data.

A.7. Reporting.

As requested, Contractor shall provide the State with an electronic Excel report, detailing the following:

- Unique Package identification Numbers
- Time of Pick up for each package

- Time of Delivery for each package
 - Location of Pick up for each package
 - Location of Delivery for each package
 - Number and date of pickups by location
 - Number and date of deliveries by location
 - Details of packages delivered outside of specified timelines
- A.8. Delivery Slip. Contractor shall furnish a delivery slip with each delivery, detailing the packages and origins of all delivered items. These delivery slips will be signed by the driver, with written notification of any overages, shortages, or damages at the time of delivery. If possible, Contractor shall verbally notify the State of any overages, shortages, or damages at the point of delivery.
- A.9. Lock Boxes. The Contractor, at no cost to the State, will provide insulated lock boxes for holding specimens for pick up at all locations, as approved by the State. Lock boxes installed at service locations shall be insulated, waterproof, and secured by a locking device that can be accessed by both the Contractor and the service location's staff. Keys for lock boxes will be left at location at no additional cost. An extra set of keys will be provided, as requested by location, at no additional charge. Lock boxes shall be anchored securely to prevent removal except by extraordinary means.
- The size and quantity of lock boxes installed at service locations shall correlate with the quantity and size of specimens shipped and delivered to each particular service location. The location and quantity of the lock boxes shall be determined by agreement with the individual service location. In the event of a dispute between the Contractor and service location, the State shall have the final decision on the size and number of lock boxes required. Within 30 days of this agreement's Effective Date, Contractor shall install lock boxes for all service locations .
- A.10. Keyed Access to Service Locations. Service locations may, at their option, provide keys to the Contractor for building access to allow inside pick-ups and deliveries during non-business hours. Contractor shall not duplicate any building access keys without advance written permission from the agency controlling access to the premises. The Contractor must immediately notify the service location of any lost keys and replacement of the keys; rekeying of locks, or reasonable changing of locks will be at the expense of the Contractor.
- A.11. Emergency Contacts. The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses for use on weekends and nights to the State Contract Administrator or designee. These contacts must be available and respond to inquiries within 30 minutes of a call from the laboratory concerning problems. These contacts shall be individuals designated by the Contractor as authorized to handle complaint calls and inquiries about other problems as they may occur. Contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the State Contract Administrator or designee.
- A.12. Package Handling. The Contractor shall not pick up any samples that are not contained in sturdy sealed and properly addressed containers. The Contractor shall not pick-up any packages with damaged or leaking fluids. All packages will be handled in the manner mandated for transportation by Federal and State of Tennessee laws. Service locations shall comply with all applicable Federal and State laws and Tennessee rules and regulations pertaining to packaging of biohazard, environmental, and chain of custody samples as well as other materials, reagents or media submitted for transport, however the State shall not be liable for noncompliance service locations that are non-state entities. Packages will be labeled to specify the delivery location and hazard.
- A.13. Late Delivery Notification. Any unforeseen events which result in late pickups and/or deliveries must be immediately communicated to affected service locations and the State Contract Administrator. In the event of a late delivery, the State reserves the right to reduce the payment of correlating invoices by the costs associated with recollection and testing of the affected

specimens related to instances where packages were not received within the required delivery time. Consistent late deliveries may result in contract breach or termination of a delivery route at the State's discretion.

- A.14. Vehicle Requirements. Vehicles shall be suitable for transport of confidential samples and documents. The vehicle must provide for closed, secure transport of sensitive cargo. A convertible-type vehicle shall not be allowed to transport any sample(s) and/or document(s). The vehicles must be equipped with functioning air-conditioning and heating. Contractor shall not expose packages to any temperature higher than 75°F or lower than 34°F. All Contractor vehicles shall have current inspection and registration from the State where the vehicle is registered and must be properly insured. Contractor's equipment and operators shall be in compliance with all applicable Department of Motor Vehicles, State, and Federal regulations regarding the condition and operation of the requested vehicles. Contractor vehicles and drivers must be distinguishable as such by uniform, vehicle markings, or other appropriate designations.
- A.15. Contractor Driver and Employee Conduct. Contractor guarantees the following:
- a. Contractor's employees shall at all times exhibit a high standard of professional conduct and perform all services in a businesslike manner so as not to discredit or reflect poorly on the Contractor or the State.
 - b. Contractor employees shall demonstrate a high level of customer service.
 - c. Contractor's employees shall be dressed in proper attire for making deliveries to state and business facilities. Any uniforms worn by the Contractor's employees should bear the Contractor's name.
 - d. Contractor shall be responsible for controlling employee conduct, assuring that its employees and representatives are not boisterous or rude and assuring that they are not engaging in any destructive or criminal activity.
 - e. Contractor's employees shall clearly communicate with the State.
 - f. In the event of a question about a courier's professional conduct, appearance, or behavior that does not comport with the expectations of the State of Tennessee, at the request of the State, Contractor agrees that the employee shall be removed and/or reassigned.
- A.16. Loss. The Contractor agrees to protect the State from any loss because of late pickups and/or deliveries and theft, breakage or damage of any kind to samples or packages while in transit or during delivery under the contract. The Contractor accepts sole responsibility and risk for all samples or packages while in transit or the safe transportation and delivery thereof. For the purpose of this Contract, samples or packages will be deemed to be "in transit" from the time they are loaded into the Contractor's vehicle at the point of origin of the shipment until accepted at destination and signed for by the authorized representative. In the event of loss, Contractor shall reimburse the State for the cost of testing kits and shipping.
- A.17. Service Location Revisions. The State reserves the right to add, change and/or delete locations on Attachments A and B during the term of this agreement. Such requests shall be made by the State in writing. Contractor shall make requested changes within 7 days of written notification.
- A.18. Service Deliverables.

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Tracking Mechanism	A.6.	On-going		

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
		after project initiation		
Tracking Reports	A.7.	upon request from the State;	State Contract Administrator or designee	MS Excel
Pick Up/Delivery Slips	A.8.	On-going after project initiation	Person Receiving Delivery	Hardcopy
Emergency Contacts	A.11.	First day of project initiation and On-going as changes are made	State Contract Administrator or designee	MS Excel

A.19. Transition Period.

If the Contract is terminated pursuant to Sections D.5. or D.6. or if Contractor is not selected to provide the services of this agreement for another term, the following shall apply:

- a. The Contractor shall have a maximum transition period of ninety (90) calendar days, prior to the end of this Contract.
- b. The Contractor shall continue to provide all services as detailed in this Agreement during the transition period in accordance with the pricing then in effect, until all transition tasks are completed.
- c. The Contractor shall work with the newly awarded Contractor and the State, as required, to complete all transition tasks during the transition period, at no additional cost to the State.
- d. The Contractor shall provide a comprehensive listing of all installed equipment, including type of equipment, location (address, building, etc.), and other pertinent information required for a satisfactory transition.

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 general 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 **DATE** ("Effective Date") and extend for a period of Sixty (60) 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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Daily Route Location	\$ _____ per location / per run
Call in Location	\$ _____ per location / per run
Emergency Pickups	\$ _____ per run

- 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:

Wayne Pierson
 Director of Admin Services
 Division of Laboratory Services
 R.S. Gass Building
 630 Hart Lane, Nashville, TN 37243
 p. 615-262-6319

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

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

The State:

Mr. James Gibson, MPH Deputy Public Health Lab Director & Clinical Division Director
Tennessee Department of Health
630 Hart Lane, Nashville, TN 37243
Jim.Gibson@tn.gov
Telephone # 615-262-6300
FAX # 615-262-6393

The Contractor:

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

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

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

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by

the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

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

- D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

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

necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Insurance. Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance

coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. 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. 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors,

contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000). Workers' Compensation and Employer Liability Insurance

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

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. 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.25. 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 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.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.28. 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.29. 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.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. 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 Attachment A and Exhibit – Health Department Locations;
 - 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor 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.

- E.3. 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 34308-08017 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 quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.4 Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four

(24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH, FACOEM, COMMISSIONER

DATE

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

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Grand Division	Facility Type	Facility	Service Type	Address	City	State	Zipcode	Phone	Estimated Days	Estimated Number of trips	TDHLS Facility
East	Public Health Lab	Knoxville Regional Laboratory	Daily	2101 Medical Center Way	Knoxville	TN	37920	865-549-5201	5 Days/Week	260	
Middle	Public Health Lab	Nashville Central Laboratory	Daily	630 Hart Lane	Nashville	TN	37216	615-262-6300	7 Days/Week	364	
West	Public Health Lab	Shelby County Laboratory	Daily	Rm 258, 814 Jefferson Ave.	Memphis	TN	38105	901-222-9477	5 Days/Week	260	
East	Hospital	BRISTOL REGIONAL MEDICAL CENTER	Daily	1 MEDICAL PARK BLVD	BRISTOL	TN	37620	423-844-3183	7 Days/Week	364	Knoxville
East	Hospital	EAST TENN CHILDRENS HOSPITAL	Daily	2018 CLINCH AVE SW	KNOXVILLE	TN	37901	865-541-8151	7 Days/Week	364	Knoxville
East	Hospital	ERLANGER EAST LABORATORY	Daily	1755 GUNBARREL ROAD, SUITE 101	CHATTANOOGA	TN	37421	423-778-8504	7 Days/Week	364	Knoxville
East	Hospital	ERLANGER HEALTH SYSTEMS, CLINIC LAB	Daily	975 EAST 3RD STREET	CHATTANOOGA	TN	37403	423-778-7971	7 Days/Week	364	Knoxville
East	Hospital	FORT SANDERS REGIONAL MEDICAL CTR	Daily	1901 CLINCH AVENUE	KNOXVILLE	TN	37916	865-541-2901	7 Days/Week	364	Knoxville
East	Hospital	FRANKLIN WOODS COMMUNITY HOSPITAL	Daily	300 MED TECH PKWY	JOHNSON CITY	TN	37604	423-302-1186	7 Days/Week	364	Knoxville
East	Hospital	HOLSTON VALLEY HOSPITAL	Daily	130 W RAVINE ROAD	KINGSPORT	TN	37662	423-224-6721	7 Days/Week	364	Knoxville
East	Hospital	INDIAN PATH MEDICAL CENTER	Daily	2000 BROOKSIDE ROAD	KINGSPORT	TN	37660	423-857-7150	7 Days/Week	364	Knoxville
East	Hospital	JOHNSON CITY MED CENTER HOSP	Daily	400 N STATE OF FRANKLIN RD	JOHNSON CITY	TN	37604	423-431-6376	7 Days/Week	364	Knoxville
East	Hospital	LeCONTE MEDICAL CENTER	Daily	742 MIDDLE CREEK ROAD	SEVIERVILLE	TN	37862	865-446-7716	7 Days/Week	364	Knoxville
East	Hospital	MORRISTOWN-HAMBLEN HOSPITAL ASSOC	Daily	908 WEST FOURTH NORTH	MORRISTOWN	TN	37814	423-492-6978	7 Days/Week	364	Knoxville
East	Hospital	PARKRIDGE EAST HOSPITAL	Daily	941 SPRING CREEK ROAD	CHATTANOOGA	TN	37412	423-855-3569	7 Days/Week	364	Knoxville
East	Hospital	PARKWEST MEDICAL CENTER	Daily	9352 PARK WEST BLVD	KNOXVILLE	TN	37933	865-373-1600	7 Days/Week	364	Knoxville
East	Hospital	SKYRIDGE MEDICAL CENTER	Daily	2305 CHAMBLISS AVENUE NW	CLEVELAND	TN	37311	423-559-6173	7 Days/Week	364	Knoxville
East	Hospital	STARR (ATHENS) REGIONAL MEDICAL CENTER	Daily	1114 W MADISON AVENUE	ATHENS	TN	37371	423-744-3231	7 Days/Week	364	Knoxville
East	Hospital	TENNOVA HEALTHCARE - PHYSICIANS REGIONAL	Daily	900 E OAK HILL AVE	KNOXVILLE	TN	37917	865 545 7659	7 Days/Week	364	Knoxville
East	Hospital	TURKEY CREEK MEDICAL CENTER	Daily	10820 PARKSIDE DRIVE	KNOXVILLE	TN	37922	865-218-7133	7 Days/Week	364	Knoxville
East	Hospital	UNIVERSITY OF TENN MEDICAL CENTER	Daily	1924 ALCOA HIGHWAY BOX U-108	KNOXVILLE	TN	37920	865-305-9084	7 Days/Week	364	Knoxville
East	Prison	Bledsoe County Correctional Complex	Daily	674 Horsehead Rd.	Pikeville	TN	37367	423-881-6366	5 Days/Week	260	Knoxville
East	Health Department	Anderson County Health Department	Daily	710 North Main Street	Clinton	TN	37716	865-463-8499	5 Days/Week	260	Knoxville
East	Health Department	Blount County Health Department	Daily	301 McGhee Street	Maryville	TN	37801	865-983-4582	5 Days/Week	260	Knoxville
East	Health Department	Bradley County Health Department	Daily	201 Dooley Street, SE	Cleveland	TN	37311	423-728-7020	5 Days/Week	260	Knoxville
East	Health Department	Campbell County Health Department	Daily	162 Sharp and Perkins Ln	Jacksboro	TN	37757	423-562-8351	5 Days/Week	260	Knoxville
East	Health Department	Coke County Health Department	Daily	430 College Street	Newport	TN	37821	423-623-8733	5 Days/Week	260	Knoxville
East	Health Department	Greene County Health Department	Daily	810 West Church Street	Greenville	TN	37744	423-798-1749	5 Days/Week	260	Knoxville
East	Health Department	Hamblen County Health Department	Daily	331 West Main Street	Morristown	TN	37814	423-586-6431	5 Days/Week	260	Knoxville
East	Health Department	Hamilton County Health Department	Daily	921 East 3rd Street	Chattanooga	TN	37403	423-209-8262	5 Days/Week	260	Knoxville
East	Health Department	Homeless Health Center	Daily	730 East 11th Street	Chattanooga	TN	37403	423-265-5708	5 Days/Week	260	Knoxville
East	Health Department	Jefferson County Health Department	Daily	931 Industrial Park Road Ste 200	Dandridge	TN	37725	865-397-3930	5 Days/Week	260	Knoxville
East	Health Department	Knox County Health Department	Daily	140 Dameron Ave.	Knoxville	TN	37917	865-215-5316	5 Days/Week	260	Knoxville
East	Health Department	Knox County Health Department - Teague Clinic	Daily	405 Dante Road	Knoxville	TN	37918	865-215-5500	5 Days/Week	260	Knoxville
East	Health Department	Knox County Health Department - West Clinic	Daily	1028 Old Cedar Bluff	Knoxville	TN	37923	865-215-5950	5 Days/Week	260	Knoxville
East	Health Department	McMinn County Health Department	Daily	393 County Road 554	Athens	TN	37371	423-506-1793	5 Days/Week	260	Knoxville
East	Health Department	Monroe County Health Department	Daily	3469 New Hwy 68	Madisonville	TN	37354	423-442-3993	5 Days/Week	260	Knoxville
East	Health Department	Ooltewah Health Center	Daily	5520 High Street	Ooltewah	TN	37363	423-238-4269	5 Days/Week	260	Knoxville
East	Health Department	Polk County Health Department	Daily	2279 Parksville Road	Benton	TN	37307	423-715-6618	5 Days/Week	260	Knoxville
East	Health Department	Roane County Health Department	Daily	1362 North Gateway Ave	Rockwood	TN	37854	865-354-1220	5 Days/Week	260	Knoxville
East	Health Department	Sequoyah Health Center	Daily	9527 Ridge Trail Road	Soddy Daisy	TN	37376	423-842-3031	5 Days/Week	260	Knoxville
East	Health Department	Sevier County Health Department	Daily	719 Middle Creek Rd	Sevierville	TN	37864	865-429-6218	5 Days/Week	260	Knoxville
East	Health Department	Union County Health Department	Daily	4334 Maynardville Highway	Maynardville	TN	37807	423-992-3867	5 Days/Week	260	Knoxville
East	Health Department	Sullivan County Health Department	Call-in	154 Blountville Bypass	Blountville	TN	37617	423-279-2777	M, T, W, Th	208	Knoxville
East	Health Department	Sullivan County Health Department-Kingsport	Call-in	1041 East Sullivan St	Kingsport	TN	37664	423-224-1058	M, T, W, Th	208	Knoxville
East	Health Department	Washington County Health Department	Daily	219 Princeton Road	Johnson City	TN	37601	423-975-2200	5 Days/Week	156	Knoxville
East	Hospital	BLOUNT MEMORIAL HOSPITAL INC	Call-in	907 EAST LAMAR ALEXANDER PKWY	MARYVILLE	TN	37804	865-977-5577	Will Call	208	Knoxville
East	Hospital	JELICO COMMUNITY HOSPITAL INC	Call-in	188 HOSPITAL LANE	JELICO	TN	37762	423-784-1252	Will Call	208	Knoxville
East	Hospital	LAUGHLIN MEMORIAL HOSPITAL INC	Call-in	1420 TUSCULUM BLVD	GREENEVILLE	TN	37745	423-787-5036	Will Call	208	Knoxville
East	Hospital	LISA ROSS BIRTH AND WOMEN'S CENTER	Call-in	1925-B AILOR AVE	KNOXVILLE	TN	37921	865-524-4422	Will Call	208	Knoxville
East	Hospital	METHODIST MEDICAL CTR OF OAK RIDGE	Call-in	990 OAK RIDGE TURNPIKE	OAK RIDGE	TN	37830	865-835-2250	Will Call	208	Knoxville
East	Hospital	NEWPORT MEDICAL CENTER	Call-in	435 SECOND STREET	NEWPORT	TN	37821	423-625-2208	Will Call	208	Knoxville
East	Hospital	SWEETWATER HOSPITAL ASSOCIATION	Call-in	304 WRIGHT STREET	SWEETWATER	TN	37874	865-213-8520	Will Call	208	Knoxville
East	Hospital	TAKOMA REGIONAL HOSPITAL	Call-in	401 TAKOMA AVENUE	GREENEVILLE	TN	37743	423-636-2359	Will Call	208	Knoxville
East	Hospital	WOMEN'S WELLNESS & MATERNITY CENTER	Call-in	3459 TN-68	MADISONVILLE	TN	37354	423-442-6624	Will Call	208	Knoxville
East	Health Department	Birchwood Health Center	Call-in	5623 Highway 60	Birchwood	TN	37308	423-961-0446	Monday	104	Knoxville
East	Health Department	Bledsoe County Health Department	Call-in	1185 Alvin York Hwy	Pikeville	TN	37367	423-486-3868	Will Call	104	Knoxville

Grand Division	Facility Type	Facility	Service Type	Address	City	State	Zipcode	Phone	Estimated Days	Estimated Number of trips	TDHLS Facility
East	Health Department	Carter County Health Department	Call-in	403 East G Street	Elizabethton	TN	37643	423-543-2521	Mon, Wed, Fri	156	Knoxville
East	Health Department	Chattanooga Cares	Call-in	1000 East 3rd Street	CHATTANOOGA	TN	37403	423-265-2273	Mon, Wed, Fri	156	Knoxville
East	Health Department	Claiborne County Health Department	Call-in	620 Davis Drive	Tazewell	TN	37825	423-626-4291	Tues, Wed, Fri	104	Knoxville
East	Health Department	Grainger County Health Department	Call-in	185 Justice Center Dr	Rutledge	TN	37861	865-828-5247	Mon, Wed, Fri	156	Knoxville
East	Health Department	Grundy County Health Department	Call-in	1372 Main Street	Altamont	TN	37301	931-235-6833	Tue, Thurs	104	Knoxville
East	Health Department	Hancock County Health Department	Call-in	178 Willow Street	Sneedville	TN	37869	423-733-2228	Will Call	104	Knoxville
East	Health Department	Hawkins County Health Department	Call-in	201 Park Blvd	Rogersville	TN	37857	423-272-7641	Mon, Tues, Fri	156	Knoxville
East	Health Department	Hawkins County Health Department-Church Hill	Call-in	247 Silverlake Road	Church Hill	TN	37642	423-357-5341	Mon, Wed, Fri	104	Knoxville
East	Health Department	Johnson County Health Department	Call-in	715 West Main Street	Mountain City	TN	37683	423-727-9731	Wednesday	104	Knoxville
East	Health Department	Loudon County Health Department	Call-in	600 Rayder Ave	Loudon	TN	37774	865-458-2514	M, T, W, Th	104	Knoxville
East	Health Department	Marion County Health Department	Call-in	24 East 7th Street	Jasper	TN	37347	423-240-1825	Mon, Wed, Fri	156	Knoxville
East	Health Department	Meigs County Health Department	Call-in	389 River Road	Decatur	TN	37322	423-618-5250	Will Call	104	Knoxville
East	Health Department	Morgan County Health Department	Call-in	1103 Knoxville Hwy	Wartburg	TN	37887	423-346-6272	Mon, Wed, Fri	156	Knoxville
East	Health Department	Northeast Regional Office	Call-in	185 Treasure Lane	Johnson City	TN	37604	423-598-3399	Will Call	104	Knoxville
East	Health Department	Polk County Health Dept. - Copper Basin Center	Call-in	840 Cherokee Trail	Copperhill	TN	37317	423-496-7004	Will Call	104	Knoxville
East	Health Department	Rhea County Health Department	Call-in	344 Eagle Lane	Evensville	TN	37332	423-309-9722	Will Call	104	Knoxville
East	Health Department	Scott County Health Department	Call-in	344 Court Street	Huntsville	TN	37756	423-663-2445	Tues, Th	104	Knoxville
East	Health Department	Sequatchie County Health Department	Call-in	16939 Rankin Avenue North	Dunlap	TN	37327	423-949-9150	Mon, Wed, Fri	156	Knoxville
East	Health Department	Southeast Region TB Clinic	Call-in	1501 Riverside Dr., Ste 120	Chattanooga	TN	37402	423-634-5824	Will Call	104	Knoxville
East	Health Department	Unicoi County Health Department	Call-in	101 Okalona Drive	Ervin	TN	37650	865-743-9103	Mon, Wed, Fri	156	Knoxville
West	Hospital	AMI ST FRANCIS HOSPITAL - MEMPHIS	Daily	5959 PARK AVE	MEMPHIS	TN	38119	901-765-2124	7 Days/Week	364	Memphis
West	Hospital	BAPTIST MEMORIAL HOSPITAL FOR WOMEN	Daily	6225 HUMPHREYS BLVD	MEMPHIS	TN	38120	901-227-9141	7 Days/Week	364	Memphis
West	Hospital	DYERSBURG REGIONAL MEDICAL CENTER	Daily	400 TICKLE STREET	DYERSBURG	TN	38024	731-287-2274	7 Days/Week	364	Memphis
West	Hospital	JACKSON MADISON COUNTY GEN HOSP	Daily	620 SKYLINE DR	JACKSON	TN	38301	731 541 6455	7 Days/Week	364	Memphis
West	Hospital	LE BONHEUR CHILDRENS MEDICAL CENTER	Daily	848 ADAMS AVENUE	MEMPHIS	TN	38103	901-287-4800	5 Day/Week	364	Memphis
West	Hospital	METHODIST HOSPITAL - GERMANTOWN	Daily	7691 POPLAR AVE	GERMANTOWN	TN	38138	901-262-0020	7 Days/Week	364	Memphis
West	Hospital	METHODIST SOUTH HOSPITAL - MEMPHIS	Daily	1300 WESLEY DR	MEMPHIS	TN	38116	901-516-3586	7 Days/Week	364	Memphis
West	Hospital	REGIONAL MEDICAL CENTER AT MEMPHIS	Daily	877 JEFFERSON AVE	MEMPHIS	TN	38103	901-545-8344	7 Days/Week	364	Memphis
West	Hospital	ST. FRANCIS HOSPITAL - BARTLETT	Daily	2986 KATE BOND RD	BARTLETT	TN	38133	901-820-7520	7 Days/Week	364	Memphis
West	Health Department	Carroll County Health Department	Daily	633 High Street	Huntingdon	TN	38344	731-571-2109	5 Days/Week	260	Memphis
West	Health Department	Dyer County Health Department	Daily	1755 Parr Avenue	Dyersburg	TN	38024	731-589-0843	5 Days/Week	260	Memphis
West	Health Department	Fayette County Health Department	Daily	90 Yum Yum Road	Somerville	TN	38068	901-653-8273	5 Days/Week	260	Memphis
West	Health Department	Gibson County Health Department	Daily	1250 Manufacturer's Row	Trenton	TN	38382	731-414-7642	5 Days/Week	260	Memphis
West	Health Department	Gibson County Health Department-Milan Clinic	Daily	6501 Telecom Drive	Milan	TN	38358	731-414-7642	5 Days/Week	260	Memphis
West	Health Department	Gibson County Health Dept. - Humbolt Clinic	Daily	149 12th Street	Humbolt	TN	38343	731-414-7642	5 Days/Week	260	Memphis
West	Health Department	Hardeman County Health Department	Daily	10825 Old Hwy 64	Bolivar	TN	38008	731-606-2086	5 Days/Week	260	Memphis
West	Health Department	Haywood County Health Department	Daily	950 East Main	Brownsville	TN	38012	731-780-3137	5 Days/Week	260	Memphis
West	Health Department	Henderson County Health Department	Daily	90 Rush Street	Lexington	TN	38351	731-614-3603	5 Days/Week	260	Memphis
West	Health Department	Henry County Health Department	Daily	803 Joy Street	Paris	TN	38242	731-336-5271	5 Days/Week	260	Memphis
West	Health Department	Lauderdale County Health Department	Daily	500 Hwy 51 South	Ripley	TN	38063	731-413-9740	5 Days/Week	260	Memphis
West	Health Department	Madison County Health Department	Daily	804 North Parkway	Jackson	TN	38305	731-927-8529	5 Days/Week	260	Memphis
West	Health Department	Madison County Health Dept. - Satellite Clinic	Call-in	589 East College	Jackson	TN	38301	731-927-8569	Will Call	260	Memphis
West	Health Department	McNairy County Health Department	Daily	725 East Poplar Ave	Selmer	TN	38375	731-609-2086	5 Days/Week	260	Memphis
West	Health Department	Shelby County Health Department	Daily	814 Jefferson Ave.	Memphis	TN	38105	901-544-7583	5 Days/Week	260	Memphis
West	Health Department	Tipton County Health Department	Daily	4700 Mueller Brass Road	Covington	TN	38019	901-233-2450	5 Days/Week	260	Memphis
West	Health Department	West TN Region - UT Martin Student Health	Daily	609 Lee Street	Martin	TN	38238	731-881-7750	5 Days/Week	260	Memphis
West	Hospital	BAPTIST MEMORIAL HOSP HUNTINGDON	Call-in	631 R B WILSON DRIVE	HUNTINGDON	TN	38344	731-986-7361	Will Call	208	Memphis
West	Hospital	BAPTIST MEMORIAL HOSP UNION CITY	Call-in	1201 Bishop Street	UNION CITY	TN	38261	731-884-8545	Will Call	208	Memphis
West	Hospital	BAPTIST MEMORIAL HOSPITAL - TIPTON	Call-in	1995 HWY 51 SOUTH	COVINGTON	TN	38019	901-475-5566	Will Call	208	Memphis
West	Hospital	HARDIN MEDICAL CENTER	Call-in	935 WAYNE ROAD	SAVANNAH	TN	38372	731-926-8249	Mon, Wed, Fri	208	Memphis
West	Hospital	HENRY COUNTY MEDICAL CENTER	Call-in	301 TYSON AVENUE	PARIS	TN	38242	731.644.8545	Will Call	208	Memphis
West	Hospital	MCKENZIE REGIONAL HOSPITAL	Call-in	161 HOSPITAL DRIVE	MCKENZIE	TN	38201	731-352-4179	Will Call	208	Memphis
West	Hospital	MCKNAIRY REGIONAL HOSPITAL	Call-in	705 EAST POPLAR AVENUE	SELMER	TN	38375	731-646-0217	Will Call	208	Memphis
West	Hospital	REGIONAL HOSPITAL OF JACKSON	Call-in	367 HOSPITAL BLVD	JACKSON	TN	38305	731-661-2288	Mon, Wed, Fri	208	Memphis
West	Hospital	VOLUNTEER COMMUNITY HOSPITAL	Call-in	161 MT PELIA ROAD	MARTIN	TN	38237	731-588-3405	Will Call	208	Memphis
West	Health Department	Hardin County Health Department	Call-in	1920 Pickwick Street	Savannah	TN	38372	731-607-5780	M, T, W, Th	208	Memphis
West	Health Department	Crockett County Health Department	Call-in	209 North Bells Street	Alamo	TN	38001	731-696-2505	Mon, Wed, Fri	156	Memphis

Grand Division	Facility Type	Facility	Service Type	Address	City	State	Zipcode	Phone	Estimated Days	Estimated Number of trips	TDHLS Facility
West	Health Department	Obion County Health Department	Call-in	1008 Mount Zion Road	Union City	TN	38261	731-479-1846	Mon, Wed, Fri	156	Memphis
West	Health Department	Weakley County Health Department	Call-in	9852 Hwy 22	Dresden	TN	38225	731-234-6683	Mon, Wed, Fri	156	Memphis
West	Health Department	Benton County Health Department	Call-in	225 Hospital Drive	Camden	TN	38320	731-441-2754	Will Call	104	Memphis
West	Health Department	Chester County Health Department	Call-in	301 Quinco Drive	Henderson	TN	38340	731-608-0020	Will Call	104	Memphis
West	Health Department	Decatur County Health Department	Call-in	155 North Pleasant Street	Decaturville	TN	38329	731-614-8120	Will Call	104	Memphis
West	Health Department	Lake County Health Department	Call-in	400 Hwy 78 South	Tiptonville	TN	38079	731-442-2581	Tuesday	104	Memphis
West	Health Department	West Tennessee Regional Health Office	Call-in	295 Summar Ave.	Jackson	TN	38301	731-225-2906	Will Call	104	Memphis
Middle	Hospital	BLANCHFIELD ARMY COMMUNITY HOSPITAL	Daily	650 JOEL DR	FT CAMPBELL	KY	42223	270-412-5186	7 Days/Week	364	Nashville
Middle	Hospital	CENTENNIAL MEDICAL CENTER	Daily	2300 PATTERSON STREEN	NASHVILLE	TN	37203	615-342-1977	7 Days/Week	364	Nashville
Middle	Hospital	GATEWAY MEDICAL CENTER	Daily	651 DUNLOP LANE	CLARKSVILLE	TN	37040	931-502-1000	7 Days/Week	364	Nashville
Middle	Hospital	HENDERSONVILLE COMMUNITY HOSPITAL	Daily	355 NEW SHACKLE ISLAND ROAD	HENDERSONVILLE	TN	37075	615-338-1830	7 Days/Week	364	Nashville
Middle	Hospital	MAURY REGIONAL HOSPITAL	Daily	1224 TROTWOOD AVENUE	COLUMBIA	TN	38401	931-381-1111	7 Days/Week	364	Nashville
Middle	Hospital	METRO NASHVILLE GENERAL HOSPITAL	Daily	1818 ALBION STREET	NASHVILLE	TN	37208	615-341-4331	7 Days/Week	364	Nashville
Middle	Hospital	NORTH CREST MEDICAL CENTER	Daily	100 NORTHCREST DR	SPRINGFIELD	TN	37172	615-384-1602	7 Days/Week	364	Nashville
Middle	Hospital	ST THOMAS MIDTOWN	Daily	2000 CHURCH STREET	NASHVILLE	TN	37236	615-284-3713	7 Days/Week	364	Nashville
Middle	Hospital	ST THOMAS RUTHERFORD	Daily	1700 MEDICAL CENTER PKWY	MURFREESBORO	TN	37129	615-396-4820	7 Days/Week	364	Nashville
Middle	Hospital	STONE CREST MEDICAL CENTER	Daily	200 STONE CREST BLVD.	SMYRNA	TN	37167	615-768-2525	7 Days/Week	364	Nashville
Middle	Hospital	SUMMIT MEDICAL CENTER	Daily	5655 FRIST BLVD	HERMITAGE	TN	37076	615-316-3865	7 Days/Week	364	Nashville
Middle	Hospital	SUMNER REGIONAL MEDICAL CENTER	Daily	555 HARTSVILLE PIKE	GALLATIN	TN	37066	615-328-6640	7 Days/Week	364	Nashville
Middle	Hospital	UNIVERSITY MEDICAL CENTER	Daily	1411 BADDOUR PARKWAY	LEBANON	TN	37087	615-443-2541	7 Days/Week	364	Nashville
Middle	Hospital	VANDERBILT CLIENT SERV-NORMAL NUR'Y	Daily	TVC 4607 23RD AT PIERCE AVE	NASHVILLE	TN	37232	615-322-3343	7 Days/Week	364	Nashville
Middle	Hospital	WILLIAMSON MEDICAL CENTER	Daily	4321 CAROTHERS PKWY	FRANKLIN	TN	37067	615-435-5800	7 Days/Week	364	Nashville
Middle	Health Department	Cheatham County Health Department	Daily	162 County Services Rd Ste 200	Ashland City	TN	37015	615-924-9992	5 Days/Week	260	Nashville
Middle	Health Department	Dickson County Health Department	Daily	301 West End Avenue	Dickson	TN	37055	615-446-2839	5 Days/Week	260	Nashville
Middle	Health Department	Maury County Health Department	Daily	1909 Hampshire Pike	Columbia	TN	38401	931-388-5757	5 Days/Week	260	Nashville
Middle	Health Department	Montgomery County Health Department	Daily	330 Pageant Lane	Clarksville	TN	37041	615-924-4942	5 Days/Week	260	Nashville
Middle	Health Department	Robertson County Health Department	Daily	800 South Brown Street	Springfield	TN	37172	615-924-9992	5 Days/Week	260	Nashville
Middle	Health Department	Rutherford County Health Department	Daily	100 West Burton Street	Murfreesboro	TN	37133	615-898-7882	5 Days/Week	260	Nashville
Middle	Health Department	Rutherford County Health Department-North	Daily	108 David Collins Drive	Smyrna	TN	37167	615-924-1413	5 Days/Week	260	Nashville
Middle	Health Department	Sumner County Health Department	Daily	1005 Union School Road	Gallatin	TN	37066	615-924-2436	5 Days/Week	260	Nashville
Middle	Health Department	Sumner County Health Dept. - Hendersonville	Daily	351 New Shackle Island Road	Hendersonville	TN	37075	615-924-2436	5 Days/Week	260	Nashville
Middle	Health Department	Sumner County Health Dept. - Portland Clinic	Call-in	214 West Longview Drive	Portland	TN	37148	615-325-5237	Mon, Th	260	Nashville
Middle	Health Department	Williamson County Health Department	Daily	1503 South Main Street	Franklin	TN	37064	615-924-9214	5 Days/Week	260	Nashville
Middle	Health Department	Wilson County Health Department	Daily	927 East Baddour Parkway	Lebanon	TN	37087	615-924-2038	5 Days/Week	260	Nashville
Middle	Health Department	Davidson County Health Department	use own	2500 Charlotte Avenue	Nashville	TN	37209	615-340-8595	Will Call	0	Nashville
Middle	Health Department	Dickson County Health Department-White Bluff	Call-in	200 School Road	Dickson	TN	37187	615-797-5056	Mon, Wed, Fri	104	Nashville
Middle	Health Department	Williamson County Health Department-Fairview	Call-in	2629 Fairview Blvd.	Fairview	TN	37062	615-924-9214	Mon, Wed, Fri	104	Nashville
Middle	Prison	Tennessee Prison for Women	Daily	3881 Stewarts Lane	Nashville	TN	37243	615-741-4855	5 Days/Week	260	Nashville
Middle	Hospital	COOKEVILLE REGIONAL MEDICAL CENTER	Daily	1 MEDICAL CENTER BLVD	COOKEVILLE	TN	38501	931-783-2691	7 Days/Week	364	Nashville
Middle	Hospital	CUMBERLAND MEDICAL CENTER INC	Daily	421 SOUTH MAIN STREET	CROSSVILLE	TN	38555	931-459-7732	7 Days/Week	364	Nashville
Middle	Hospital	JOHN W HARTON REGIONAL MEDICAL CTR	Daily	1801 N JACKSON ST	TULLAHOMA	TN	37388	931-393-7821	7 Days/Week	364	Nashville
Middle	Hospital	RIVER PARK HOSPITAL - COLUMBIA	Daily	1559 SPARTA RD	MCMINNVILLE	TN	37110	931-815-4392	7 Days/Week	364	Nashville
Middle	Health Department	Bedford County Health Department	Daily	140 Dover Street	Shelbyville	TN	37160	931-993-6456	5 Days/Week	260	Nashville
Middle	Health Department	Coffee County Health Department	Daily	800 Parks Street	Manchester	TN	37355	931-409-7011	5 Days/Week	260	Nashville
Middle	Health Department	Coffee County Health Dept. - Tullahoma Clinic	Daily	615 Wilson Avenue	Tullahoma	TN	37388	615-631-6679	5 Days/Week	260	Nashville
Middle	Health Department	Cumberland County Health Department	Daily	1503 South Main Street	Crossville	TN	38555	931-484-6196	5 Days/Week	260	Nashville
Middle	Health Department	Dekalb County Health Department	Call-in	254 Tiger Drive	Smithville	TN	37166	615-597-7599	Wed, Fri	260	Nashville
Middle	Health Department	Lawrence County Health Department	Daily	2379 Buffalo Road	Lawrenceburg	TN	38464	931-231-5589	5 Days/Week	260	Nashville
Middle	Health Department	Lewis County Health Department	Daily	51 Smith Street	Hohenwald	TN	38462	931-722-4441	5 Days/Week	260	Nashville
Middle	Health Department	Lincoln County Health Department	Daily	1000 West Washington Street Ste A	Fayetteville	TN	37334	931-625-6297	5 Days/Week	260	Nashville
Middle	Health Department	Macon County Health Department	Daily	601 Hwy 52 By-Pass East	Lafayette	TN	37083	615-666-2142	5 Days/Week	260	Nashville
Middle	Health Department	Marshall County Health Department	Daily	206 Legion Street	Lewisburg	TN	37091	931-359-1551	5 Days/Week	260	Nashville
Middle	Health Department	Overton County Health Department	Daily	5880 Bradford Hicks Drive	Livingston	TN	38570	931-823-6260	5 Days/Week	260	Nashville
Middle	Health Department	Putnam County Health Department	Daily	701 County Services Drive	Cookeville	TN	38501	931-528-2531	5 Days/Week	260	Nashville
Middle	Health Department	Stewart County Health Department	Daily	1021 Spring Street	Dover	TN	37058	615-924-9497	5 Days/Week	260	Nashville
Middle	Health Department	Warren County Health Department	Daily	1401 Sparta Street	McMinnville	TN	37110	931-473-8468	5 Days/Week	260	Nashville

Grand Division	Facility Type	Facility	Service Type	Address	City	State	Zipcode	Phone	Estimated Days	Estimated Number of trips	TDHLS Facility
Middle	Hospital	HILLSIDE HOSPITAL	Call-in	1265 E COLLEGE ST	PULASKI	TN	38478	931-363-7531	Will Call	208	Nashville
Middle	Hospital	HORIZON MEDICAL CENTER, INC	Call-in	111 HWY 70 EAST	DICKSON	TN	37055	615-326-2319	Will Call	208	Nashville
Middle	Hospital	INFINITY BIRTHING CENTER	Call-in	1080 NEAL STREET SUITE 301	COOKEVILLE	TN	38501	931-372-2751	Will Call	208	Nashville
Middle	Hospital	LINCOLN MEDICAL CENTER	Call-in	106 MEDICAL CENTER BOULEVARD	FAYETTEVILLE	TN	37334	931-438-7425	Will Call	208	Nashville
Middle	Hospital	LIVINGSTON REGION HOSPITAL/COLUMBIA	Call-in	315 OAK STREET	LIVINGSTON	TN	38570	931-403-2114	Will Call	208	Nashville
Middle	Hospital	RIVERVIEW REGIONAL MEDICAL CENTER	Call-in	HWY 70 NORTH	CARTHAGE	TN	37030	615-735-5180	Will Call	208	Nashville
Middle	Hospital	SOUTHERN TENNESSEE REGIONAL HEALTH SYSTEM - COLUMBIA	Call-in	185 HOSPITAL RD	WINCHESTER	TN	37398	931-967-8181	Will Call	208	Nashville
Middle	Hospital	SOUTHERN TENNESSEE REGIONAL HEALTH SYSTEM - LAWRENCE CROCKETT	Call-in	HWY 43 S	LAWRENCEBURG	TN	38464	931-766-3245	Will Call	208	Nashville
Middle	Hospital	BABY AND COMPANY	Call-in	3212 West End Ave.	Nashville	TN	37203	615-647-8220	Will Call		Nashville
Middle	Health Department	Cannon County Health Department	Call-in	301 West Main Street	Woodbury	TN	37190	615-563-4243	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Clay County Health Department	Call-in	115 Guffy Street	Celina	TN	38551	931-243-2651	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Fentress County Health Department	Call-in	240 Colonial Circle Suite A	Jamestown	TN	38556	931-879-9936	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Franklin County Health Department	Call-in	338 Joyce Lane	Winchester	TN	37398	931-967-3826	Mon, Fri	104	Nashville
Middle	Health Department	Giles County Health Department	Call-in	209 South Cedar Lane	Pulaski	TN	38478	931-625-1514	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Hickman County Health Department	Call-in	111 Murphee Ave	Centerville	TN	37033	931-242-2231	Will Call	104	Nashville
Middle	Health Department	Jackson County Health Department	Call-in	600 North Murray Street	Gainesboro	TN	38562	931-268-0218	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Moore County Health Department	Call-in	251 Majors Blvd.	Lynchburg	TN	37352	931-759-4251	Will Call	104	Nashville
Middle	Health Department	Perry County Health Department	Call-in	31 Medical Drive	Linden	TN	37096	931-622-2244	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Pickett County Health Department	Call-in	1013 Woodlawn Drive	Byrdstown	TN	38549	931-864-3178	Will Call	104	Nashville
Middle	Health Department	South Central Regional Health Office	Call-in	1216 Trotwood Avenue	Columbia	TN	38401	931-703-1115	Will Call	104	Nashville
Middle	Health Department	Smith County Health Department	Call-in	251 Joy Alford Way	Carthage	TN	37030	615-735-0242	Mon, Wed, Fri	156	Nashville
Middle	Health Department	Upper Cumberland Regional Office	Call-in	1100 England Drive	Cookeville	TN	38501	931-646-7519	Will Call	104	Nashville
Middle	Health Department	Van Buren County Health Department	Call-in	907 Old McMinnville Street	Spencer	TN	38585	931-946-2643	Tues, Thurs	104	Nashville
Middle	Health Department	Wayne County Health Department	Call-in	725 South Main Street	Waynesboro	TN	38485	931-332-6236	Mon, Wed, Fri	156	Nashville
Middle	Health Department	White County Health Department	Call-in	135 Walker Street	Sparta	TN	38583	931-836-2201	Tues, Thurs	104	Nashville
Middle	Health Department	Houston County Health Department	Call-in	60 East Court Square	Erin	TN	37061	931-289-3442	Mon, Thu	104	Nashville
Middle	Health Department	Humphreys County Health Department	Call-in	725 Holly Lane	Waverly	TN	37185	931-296-2231	Tue, Thurs	104	Nashville
Middle	Health Department	Trousdale County Health Department	Call-in	541 East Main Street	Hartsville	TN	37074	615-924-2038	Will Call	104	Nashville

