

**CONTRACT #3**  
**RFS # 305.04-00716**  
**Edison # Pending**

**Department of State**  
**Library and Archives**

**VENDOR:**  
**Tenn-Share**

Tre Hargett  
Secretary of State

Charles A. Sherrill  
State Librarian and Archivist  
(615) 741-7996

Fax  
(615) 253-6471

TDD  
(615) 741-1549

Web Site Address  
[www.tennessee.gov/lsa](http://www.tennessee.gov/lsa)

# State of Tennessee



## Department of State

Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, Tennessee 37243-0312

Archives Development  
(615) 253-3458

Archives Technical Services  
(615) 741-2561

Library for the Blind and  
Physically Handicapped  
(615) 741-3915

Library Technical Services  
(615) 741-2561

Planning and Development  
(615) 741-3158

Public Services  
(615) 741-2764

Preservation Services  
(615) 741-2997

March 2, 2015

Leni Chick  
Contract and Audit Coordinator  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
320 Sixth Avenue North  
Nashville, TN 37243

Re: Request for Review - Tenn-Share

RECEIVED

APR 13 2015

FISCAL REVIEW

Dear Ms. Chick,

Enclosed please find the following:

- (1) Supplemental Documentation Required for Fiscal Review Committee;
- (2) Agency Legal Certification;
- (3) Special Contract Request;
- (4) Summary Sheet; and
- (5) Proposed Contract between the Tennessee State Library and Archives and Tenn-Share.

This contract is to include the State Library, and libraries located within the regional library system throughout the state, into a materials courier service. This service will allow the public libraries within the regions to send materials requested through our interlibrary loan service to other libraries, including academic and large metropolitan libraries, without an additional postage fee.

Please feel free to contact me if you need any further information or clarification.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Sherrill".

Charles A. Sherrill  
State Librarian and Archivist

Enclosures

cc: Comptroller of the Treasury (w/enc.)  
Chief Procurement Officer (w/enc.)

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Stephanie Sutton	*Contact Phone:	253-3462		
*Presenter's name(s):	Stephanie Sutton, Jennifer Cowan-Henderson, Ashley Bowers				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	July 1, 2015	*Current or Proposed End Date:	June 30, 2018		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:	Department of State				
*Division:	Tennessee State Library and Archives				
*Date Submitted:					
*Submitted Within Sixty (60) days:					
<i>If not, explain:</i>					
*Contract Vendor Name:	Tenn-Share				
*Current or Proposed Maximum Liability:	\$1,050,000				
*Estimated Total Spend for Commodities:					
<b>*Current or Proposed Contract Allocation by Fiscal Year:</b> <b><i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i></b>					
FY: 15/16	FY: 16/17	FY: 17/18	FY:	FY	FY
\$350,000	\$350,000	\$350,000	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <b><i>(attach backup documentation from Edison)</i></b>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contract Funding Source/Amount:</b>			
State:	\$1,050,000	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$1,050,000 Tenn-Share has a contract with the subcontractor for this service. The costs came from that contract.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		There is no other courier service within the state that has the scope of service that is designated just for library delivery. This service will link public libraries within the regions with other libraries across the state for interlibrary loan and other material delivery with no shipping costs to the member libraries. This service will increase the usage of interlibrary loan across the state.	

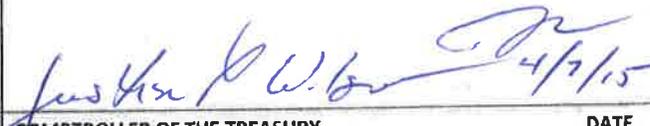


# Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

<b>APPROVED</b>	<b>APPROVED</b>
 Michael F. Long CHIEF PROCUREMENT OFFICER	 Justice W. Brown COMPTROLLER OF THE TREASURY
DATE 4/2/15	DATE 4/2/15

<b>Request Tracking #</b>	30504-00716
<b>1. Contracting Agency</b>	Office of the Secretary of State, Tennessee State Library and Archives
<b>2. Type of Contract or Procurement Method</b>	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
<b>3. Requestor Contact Information</b>	Stephanie Sutton, 615-253-3462, <a href="mailto:Stephanie.sutton@tn.gov">Stephanie.sutton@tn.gov</a>
<b>4. Brief Goods or Services Caption</b>	To allow libraries across the state to join a statewide courier system for the delivery of library material
<b>5. Description of the Goods or Services to be Acquired</b>	A library material courier service for public libraries across the state
<b>6. Proposed Contractor</b>	Tenn-Share
<b>7. Name &amp; Address of the Contractor's principal owner(s)</b> <i>- NOT required for a TN state education institution</i>	Jenifer Grady P.O. Box 331871 Nashville, TN 37203-7517
<b>8. Proposed Contract Period - with ALL options to extend exercised</b> <i>The proposed contract start date shall follow the approval date of this request.</i>	36 months

Request Tracking #	30504-00716
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 1,050,000.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Tenn-Share has a contract with the subcontractor for this service. The costs came from that contract.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Tenn-Share came to this cost via RFP.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Tenn-Share has shared the RFP information and respective bids.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	The demand for library material remains strong, even as digital books attract new readers. By providing a fast and efficient courier service to connect public and academic libraries across the state, we can meet that demand. Moreover, the courier service opens up collections to users beyond the individual library's geographic area. A book purchased in a West Tennessee library can be sent to a reader in East Tennessee within a few days. This multiplies the value of each book purchased with taxpayer dollars. A statewide online union catalog is already in place to allow librarians and users to find titles in other libraries.
19. Proposed contract impact on current State operations	None

Request Tracking #	30504-00716
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	There is no other courier service within the state that has the scope of service that is designated just for library delivery. This service will link public libraries within the regions with other libraries across the state for interlibrary loan and other material delivery with no shipping costs to the member libraries. This service will increase the usage of interlibrary loan across the state.
<b>For No Cost and Revenue Contracts Only</b>	
21. What costs will the State incur as a result of this contract? If any, please explain.	None
22. What is the total estimated revenue that the State would receive as a result of this contract?	None
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	None
<b>For Sole Source and Proprietary Procurements Only</b>	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	This service will link public libraries within the regions with other libraries across the state for interlibrary loan and other material delivery, which will increase the value of each book purchased with taxpayer dollars.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	Tenn-Share has been contracting with a third-party for approximately three years to provide the statewide courier service.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Sole source Name/Address: Tenn-Share P.O. Box 331871 Nashville, TN 37203-7517
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Tenn-Share provides the only service that will allow the libraries within the regional library system to connect with academic and large public libraries in order to access their large collections for uses in rural areas.
<b>Signature Required for all Special Contract Requests</b>	

Request Tracking #	30504-00716		
<b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certificate. Signature by an authorized signatory is acceptable only in documented circumstances</i>			
Signature:		Date:	3/24/15
pc			

## Sourcing Analyst Recommendation

APPROVED

*Michael F. Perry* 4/2/15  
Chief Procurement Officer

**DATE:** Wednesday, April 01, 2015

**SUBJECT:** Special Contract Request 30504-00716

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**RECOMMENDATION:**

Approve Special Contract 30504-00716.

**ANALYSIS:**

Special Contract Request 30504-00716 is a sole source contract request for a library material courier service by Tenn-Share.

The Tennessee State Library and Archives is requesting a courier service that enables interlibrary loans and other material delivery with no shipping costs to member libraries. Tenn-Share is the only vendor that allows regional libraries to connect with academic and large public libraries. By opening up collections beyond the individual library's geographical area, it increases the value of each book purchased with taxpayer dollars.

The buyer recommends this thirty-six (36) month, \$1,050,000 sole source contract,

**Options/Alternatives:**

Accept: Approve Special Contract Request 30504-00716

Reject: Do not offer library material sharing services.

**Elizabeth Stafford**  
Sourcing Analyst





# CONTRACT

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

<b>Begin Date</b> 07/01/2015	<b>End Date</b> 06/30/2018	<b>Agency Tracking #</b> 30504-00716	<b>Edison Record ID</b>
<b>Contractor Legal Entity Name</b> Tenn-Share			<b>Edison Vendor ID</b> 89491

**Goods or Services Caption (one line only)**  
To allow libraries across the state to join a statewide courier system for delivery of library material

<b>Subrecipient or Contractor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	<b>CFDA #</b>
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	350,000.00				350,000.00
2017	350,000.00				350,000.00
2018	350,000.00				350,000.00
<b>TOTAL:</b>	<b>1,050,000.00</b>				<b>1,050,000.00</b>

**Contractor Ownership Characteristics:**

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

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

- Competitive Selection
- Other  
The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms and price.

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

*Spoke Case*

<b>Speed Chart (optional)</b> SS00000105	<b>Account Code (optional)</b> 70899000
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
OFFICE OF THE SECRETARY OF STATE,  
TENNESSEE STATE LIBRARY AND ARCHIVES  
AND  
TENN-SHARE**

This Contract, by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives ("State") and Tenn-Share ("Contractor"), is for the provision of providing a statewide courier delivery service, 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 Non-Profit Corporation  
Contractor Place of Incorporation or Organization: Tennessee  
Contractor Edison Registration ID # 89491

**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. The Contractor is to provide a physical delivery infrastructure for the distribution of library materials to and from libraries across the state via sub-contractor. The State shall not be responsible for paying any costs associated with the procurement and maintenance of any vehicles and/or drivers.
- A.3. The Contractor is to provide a minimum of two site visits per week to the libraries listed on Attachment Two on an established route set by the Contractor and approved by the State, excluding Federal holidays and when the libraries have indicated to the Contractor that they are closed. Each site visit must be made during hours when the site is staffed, except where alternate arrangements have been mutually agreed upon in writing by the Contractor and the State.
- A.4. The State retains the ability of adding or deleting locations into the service at any time with service to begin within a maximum of two (2) weeks after written notification from the State and written confirmation from the Contractor. These additional locations will receive the same service as specified in A.3.
- A.5. The State retains the ability of adding or deleting the number of courier stops on an individual library basis, with the change in service to begin within a maximum of two (2) weeks after written notification from the State and written confirmation from the Contractor.
- A.6. The Contractor is to pick up and deliver materials placed at the designated location at each site. The materials to be picked up and delivered may include, but not be limited to: books, videos, small packages, correspondence, and promotional items. The maximum transit time for any pickup by the courier is ten (10) business days.
- A.7. The Contractor will provide an online site that is accessible twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year that contains updates and general information about the service.
- A.8. In the case of disruption of service, the Contractor will contact the libraries impacted, post on the website and contact the State in writing within 24 hours.
- A.9. The Contractor will provide a schema online for identifying library locations for all libraries participating in the service. A template for location labels will also be made available online by the Contractor.
- A.10. The Contractor will contact the State and library impacted if any material is lost or damaged during delivery. Any damage during delivery will be the responsibility of the Contractor.

- A.11. The Contractor will provide monthly statistics of delivery and pick-up information by facility to the State.
- A.12. Warranty. Contractor represents and warrants that throughout the Term of this Contract (“Warranty Period”), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, 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.

- A.13. 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 July 1, 2015 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Fifty Thousand Dollars (\$1,050,000) (“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)
Cost per courier stop		\$ 12.60
Monthly Fuel Surcharge (information will be determined weekly based on <a href="http://www.eia.gov/petroleum/gasdiesel/">http://www.eia.gov/petroleum/gasdiesel/</a> Midwest - Padd 2)		
At least	But less than	Fuel surcharge percentage
\$2.70	\$2.76	0.00%
\$2.77	\$2.83	0.50%
\$2.84	\$2.90	1.00%
\$2.91	\$2.97	1.50%
\$2.98	\$3.04	2.00%
\$3.05	\$3.11	2.50%
\$3.12	\$3.18	3.00%
\$3.19	\$3.25	3.50%
\$3.26	\$3.32	4.00%
\$3.33	\$3.39	4.50%
\$3.40	\$3.46	5.00%
\$3.47	\$3.53	5.50%
\$3.54	\$3.60	6.00%
\$3.61	\$3.67	6.50%
\$3.68	\$3.74	7.00%
\$3.75	\$3.81	7.50%
\$3.82	\$3.88	8.00%
\$3.89	\$3.95	8.50%
\$3.96	\$4.02	9.00%
\$4.03	\$4.09	9.50%
\$4.10	\$4.16	10.00%
\$4.17	\$4.23	10.50%
\$4.24	\$4.30	11.00%
\$4.31	\$4.37	11.50%
\$4.38	\$4.44	12.00%
\$4.45	\$4.51	12.50%
\$4.52	\$4.58	13.00%
For each additional \$0.06 increase in the price per gallon of gas over \$4.58, the fuel surcharge percentage will increase by 0.5%, up to 23.00%		
Tenn-Share overhead charge		3.0%
Late fee, if payment is over 30 days outstanding		1.5%

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:

Jennifer Cowan-Henderson  
Tennessee State Library and Archives  
403 Seventh Avenue North  
Nashville, TN 37243

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Office of the Secretary of State, Tennessee State Library and Archives
- (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 an "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, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

**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:

Jennifer Cowan-Henderson, Bibliographic Services Coordinator  
Tennessee State Library and Archives  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
Jennifer.cowan-henderson@tn.gov  
Telephone # 615-741-1923  
FAX # 615-532-9904

The Contractor:

Jenifer Grady, Executive Director  
Tenn-Share  
P.O. Box 331871  
exedir@tenn-share.org  
Telephone # 615-669-8670

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 One, 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 intentional torts, criminal acts, fraudulent conduct, 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. 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.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
  - 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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
    - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
    - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
  - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- c. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

**IN WITNESS WHEREOF,**

**TENN-SHARE:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**TENNESSEE STATE LIBRARY AND ARCHIVES:**

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**CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST**

**DATE**

**OFFICE OF THE SECRETARY OF STATE:**

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**TRE HARGETT, SECRETARY OF STATE**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	30504-00716
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Tenn-Share
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	62-1581078

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**List of Libraries**

Adams Memorial Library  
Altamont Public Library  
Anna Porter Public Library  
Ardmore Public Library  
Argie Cooper Public Library  
Art Circle Public Library  
Audrey Pack Memorial Library  
Auburntown Branch Library  
Avoca Branch Library (Bristol)  
Bean Station Public Library  
Beene-Pearson Public Library  
Beersheba Springs Public Library  
Benton County Library  
Blaine Public Library  
Bledsoe County Public Library  
Bloomingdale Branch Library  
Blount County Public Library  
Bobby Martindale Memorial Library  
Bolivar - Hardeman County Public Library  
Briceville Public Library  
Bristol Public Library  
Burritt Memorial Library  
C. E. Weldon Public Library  
Calhoun Public Library  
Carroll County Public Library  
Caryville Public Library  
Charles Ralph Holland Memorial Library  
Cheatham County Public Library  
Chester County Public Library  
Church Hill Branch Library  
Claiborne County Public Library  
Clarksville - Montgomery County Public Library  
Clay County Public Library  
Cleveland Public Library  
Clinton Public Library  
Clyde W. Roddy Public Library  
Coalfield Public Library  
Coalmont Public Library  
Coffee-County Lannom Memorial Public Library  
Coffee-County Manchester Public Library  
Collinwood Branch Library  
Colonial Heights Branch Library  
Cosby Community Library  
Crockett County Public Library  
Dandridge Memorial Library  
Decatur County Library  
Deer Lodge Public Library  
Dickson County Public Library  
Dr. Nathan Porter Public Library  
E. G. Fisher Public Library  
East Polk Public Library  
Elizabethton – Carter County Public Library  
Elma Ross Public Library  
Englewood Public Library  
Etowah Carnegie Library  
Fayetteville-Lincoln County Public Library  
Fentress County Public Library  
Franklin County Public Library  
Fred A. Vaught Memorial Library  
Gallatin Public Library of Sumner County  
Gibson County Public Library  
Giles County Public Library  
Gleason Public Library  
Gorham MacBane Public Library  
Gray Branch Library  
Graysville Public Library  
Greenback Public Library  
Greeneville – Greene County Public Library  
H. B. Stamps Memorial Library  
Halls Public Library  
Hamilton Parks Public Library  
Hancock County Public Library  
Hardin County Library  
Harriman Public Library  
Hendersonville Public Library of Sumner County  
Hickman County Public Library  
Houston County Public Library  
Humboldt Public Library  
Humphreys County Public Library  
Huntsville Public Library  
Irving Meek Jr. Public Library  
Jack McConnico Memorial Library  
Jacksboro Public Library  
Jackson Madison County Public Library  
Jasper Public Library  
Jefferson City Public Library  
Jellico Public Library  
Johnson City Public Library  
Johnson County Public Library  
Justin Potter Library  
King Family Public Library  
Kingsport Public Library  
Kingston Public Library  
LaFollette Public Library  
Lake City Public Library  
Lauderdale County Library  
Lawrence County Public Library  
Lebanon Wilson County Public Library  
Lee Ola Roberts Library  
Lenoir City Public Library

Lewis County Public Library  
Lexington - Henderson County Everett Horn Public  
Linebaugh Public Library  
Loudon Public Library  
Luttrell Public Library  
Macon County Public Library  
Madisonville Public Library  
Marie Ellison Memorial Library  
Marshall County Public Library  
Maury County Public Library  
May Justus Memorial Library  
Maynardville Public Library  
McIver's Grant Public Library  
McKenzie Memorial Library  
Meigs-Decatur Public Library  
Middleton Community Library  
Mildred G. Fields Public Library  
Millard Oakley Public Library  
Millersville Public Library of Sumner County  
Minor Hill Public Library  
Moore County Public Library  
Morristown - Hamblen County Public Library  
Mosheim Public Library  
Mt. Juliet Public Library  
Munford - Tipton County Memorial Public Library  
Ned R. McWherter Weakley County Library  
Newbern City Public Library  
Norris Community Library  
Oakdale Public Library  
Obion County Public Library  
Oliver Springs Public Library  
Oneida Public Library  
Orena Humphreys Public Library  
Palmer Public Library  
Parrottsville Community Library  
Parrott-Wood Memorial Library  
Parsons Public Library  
Perry County Public Library  
Petros Public Library  
Philadelphia Public Library  
Pickett County Public Library  
Pigeon Forge Public Library  
Portland Public Library of Sumner County  
Putnam County Library  
Ridgely Public Library  
Rockwood Public Library  
Rutledge Public Library  
Sequatchie County Public Library  
Seymour Branch Library  
Sharon Public Library  
Smith County Public Library  
Somerville - Fayette County Public Library  
South Cheatham Public Library  
Spring Hill Public Library  
Stewart County Public Library  
Stokely Memorial Library  
Sullivan County Public Library  
Sullivan Gardens Branch Library  
Sunbright Public Library  
Sweetwater Public Library  
Tellico Plains Public Library  
Tellico Village Public Library  
Tennessee State Library and Archives  
Thomas Memorial Branch Library  
Tipton County Public Library  
Tiptonville Public Library  
Tracy City Public Library  
Unicoi County Public Library  
Vonore Public Library  
W. G. Rhea Public Library  
Wartburg Public Library  
Washburn Community Library  
Washington County Jonesborough Library  
Wayne County Public Library  
West Polk Public Library  
Westmoreland Public Library  
White County Public Library  
White House Public Library  
White Pine Public Library  
Williamson County Public Library  
Winfield Public Library  
Wm. H. & Edgar Magness Library