

**TO:** Ms. Krista Lee, Executive Director, Fiscal Review Committee

**FROM:** Chris Romaine, Department of General Services

**DATE:** June 18, 2019

**SUBJECT:** Request for Approval of Contract Amendment One

The Department of General Services respectfully requests review of attached Amendment One to contract # 61281 with Eye in the Sky, LLC. This amendment is to add money to the maximum liability of the contract. This addition is needed to cover the cost of access control components to be included in current and future capital building projects. Additional funds are also needed to cover miscellaneous parts which may be used by the vendor.

Please contact me at (615) 979-6700 with any questions or concerns. We appreciate your consideration of this matter.

**Attachments:**

- Attachment A: Supplemental Document
- Attachment B: Original Contract
- Attachment C: Contract MOU 1
- Attachment D: Contract Amendment 1 Request
- Attachment E: Contract Amendment 1 - DRAFT

FRC Attachment A

*Contact Name:	Chris Romaine	*Contact Phone:	615-741-1265		
*Presenter's name(s):	John Hull				
Edison Contract Number: <i>(if applicable)</i>	61281	RFS Number: <i>(if applicable)</i>	CPO bid 10821		
*Original or Proposed Contract Begin Date:	1/8/2019	*Current or Proposed End Date:	1/7/2022		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 1, 2019				
*Department Submitting:	General Services				
*Division:	STREAM				
*Date Submitted:	June 18, 2019				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	This amendment was originally submitted via the June consent calendar but was removed and a presentation was requested to be done during the July FRC meeting.				
*Contract Vendor Name:	Eye in the Sky, LLC.				
*Current or Proposed Maximum Liability:	\$3,163,400				
*Estimated Total Spend for Commodities:	\$1,581,700				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY: 2019	FY:2020	FY:2021	FY:2022	FY2023	FY2024
\$87,872.22	\$615,105.56	\$615,105.56	\$615,105.56	\$615,105.56	\$615,105.56
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY: 2019	FY:2020	FY:2021	FY:2022	FY2023	FY2024
\$136,367.94					
<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:			The current expenditure exceeds this FY's allocation due to the additional parts cost.		

<b>*Contract Funding Source/Amount:</b>			
State:	\$3,163,400	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>	
2/12/2019		MOU 1 completed. MOU was used to solidify pricing of frequently used parts and supplies.	
Method of Original Award: <i>(if applicable)</i>		CPO Invitation to Bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The original projected cost for the contract was \$1.1 million dollars. This included the State’s estimate for access control services as well as parts.	
*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.		The following vendors were invited to bid during the CPO procurement process <ul style="list-style-type: none"> <li>• ACT</li> <li>• Access Control Integration, Inc.</li> <li>• A Vision Southeast Company</li> <li>• Convergent Technologies</li> <li>• Eye in the Sky, LLC.</li> <li>• Tyco Integrated Security</li> </ul>	



**CONTRACT**

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

<b>Begin Date</b> 1/8/2019	<b>End Date</b> 1/7/2022	<b>Agency Tracking #</b> 32101-10918	<b>Edison Record ID</b> 61281
<b>Contractor Legal Entity Name</b> Eye in the Sky, LLC.			<b>Edison Vendor ID</b> 108349

**Goods or Services Caption (one line only)**  
Access Control System Support

<b>Contractor</b> <input checked="" type="checkbox"/> Contractor	<b>CFDA #</b>
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$56,340				\$56,340
2020	\$112,680				\$112,680
2021	\$112,680				\$112,680
2022	\$112,680				\$112,680
2023	\$112,680				\$112,680
2024	\$56,340				\$56,340
<b>TOTAL:</b>	<b>\$563,400</b>				<b>\$563,400</b>

**Contractor Ownership Characteristics:**

Minority Business Enterprise (MBE):  
 African American  Asian American  Hispanic American  Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government  Non-Minority/Disadvantaged  Other:

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

Competitive Selection CPO ITB 10821

Other

**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.

R. Plumb  
Ron Plumb (Jan 8, 2019)

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF GENERAL SERVICES  
AND  
EYE IN THE SKY, LLC.**

This Contract, by and between the State of Tennessee, Department of General Services ("State") and Eye in the Sky, LLC. ("Contractor"), is for the provision of access control system support, 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 Limited Liability Company.

Contractor Place of Incorporation or Organization: 2948 Foster Creighton Dr. Nashville, TN 37204

Contractor Edison Registration ID # 0000108349

**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 shall provide support of [REDACTED] Access Control, [REDACTED] asset tagging system, [REDACTED] (Video Management Systems).
- A.3. The Contractor shall provide support for product upgrades, maintenance releases, and/or software patches for [REDACTED] Access Control, [REDACTED] asset tagging system, [REDACTED] (Video Management Systems).
- A.4. The Contractor shall currently be certified at industry standard levels with [REDACTED] Access Control and [REDACTED] and have documented experience with [REDACTED] asset tagging systems.
- A.5. The Contractor shall be a certified dealer of the Platinum Elite Partner (open options).
- A.6. The Contractor shall have an alarm contractor's license.
- A.7. The Contractor shall be responsible for installation. This will require a Statement of Work (SOW) including quote and must be approved by an Authorized Representative before work begins (see A.19).
- a. Statement of Work (SOW) shall consist of project specific activities, deliverables, and timelines for services being provided including but not limited to:
    - a. Project Overview
    - b. Cost
    - c. Number of Contractor personnel required for job
    - d. Timeline
    - e. Bill of materials
- A.8. Before any service work can be performed, the State requires a written cost estimate by the contractor for any replacements, upgrades, additions, or retrofits. However, this provision may be waived by the State in case of emergency. No work will be started without approval from the Authorized Representative.
- A.9. Standard System Support. The Contractor shall provide standard system support, Monday-Friday, 7:00 am to 5:00 pm CT, excluding State Holidays. Standard required response time in Nashville, Davidson County, TN is within two (2) hours
- A.10. Emergency Support Response. The State shall determine what requires an Emergency Response. Emergency support response time in Nashville, Davidson County, TN is within one (1) hour. The contractor shall return system to fully operational status within a maximum of eight (8)

hours for critical items and twenty-four (24) hours for non-critical items. The State shall define what is considered critical and non-critical items.

- a. If the system cannot be returned to fully operational status within stated hours, the vendor shall provide backup equipment to the State at no additional cost until the system is returned to fully operational status.
- b. Emergency support response shall include equipment that meets current State building and security standards.

- A.11. The contractor shall have the skills, experience, equipment, materials, and access to parts and supplies necessary to make repairs, upgrades, or additions for security hardware components.
- A.12. The contractor shall be responsible for furnishing all labor, parts, supplies, and equipment necessary to provide the work required by this contract agreement and specified SOW. All service work must be approved in writing by at least one (1) Authorized Representative.
- A.13. All visits by Contractor service personnel shall be logged on site with date and time (i.e., time in and time out) by security personnel and/or an authorized individual. It is required that all service personnel sign-in and sign-out to verify their presence and length of stay at the facility. In some instances the installation being serviced will be in the field. The service personnel shall work with the authorized representative to determine best method for logging date and time.

The technician hourly rate for work begins when he/she signs in at the job site and ends when they sign out.

- A.14. The Contractor shall maintain a clean work area and upon completion of the work shall remove all debris and trash from the job site. All work shall be performed in a professional manner.
- A.15. Contractor shall be responsible for the removal of all waste materials generated as a result of work performed in accordance with all local and state laws.
- A.16. Contractor shall have all tools and equipment considered necessary for performance of the scope of services.
  - a. When additional rental equipment is required as part of approved SOW, a copy of the rental invoice must be attached to contract vendor's invoice when submitted for payment. A fifteen percent (15%) markup will be allowed to the invoice price. Please also refer to Pro Forma section E.2.
  - b. The contractor warrants that no equipment shall be rented from a business or company in which the Contractor or Contractor's employees have direct or indirect financial interest and will be compensated directly or indirectly for equipment being rented to perform work specified in the contract. Any exception taken by the Contractor for obtaining rental equipment will be considered to be a violation of the contract, and may result in contract cancellation and/or legal action being taken against the Contractor, if such action is considered to be in the best interest of the State
- A.17. The State reserves the right to confirm and compare SOW costs to fair market value.
- A.18. The contractor shall have the ability to service all Facility Revolving Fund (FRF) State locations as found in attachment B. This list is subject to change.
- A.19. The named Authorized Representatives are listed below. The state may assign other authorized representatives for "approval and review" in relation to this contract. Groups below are the only individuals authorized to request and approve quotes.

- a. Authorized Representatives

- 1. Office of Administrative Services

Tennessee Tower, 22nd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
[OAS.Requests@tn.gov](mailto:OAS.Requests@tn.gov)

2. Director of Facilities Management, Badging and Security  
Currently: Kevin Powell  
State of Tennessee Real Estate Management  
WRS Tennessee Tower, 24th Floor  
312 Rosa L. Parks Ave. Nashville, Tn 37243  
Cell 615-517-2835  
[Kevin.Powell@tn.gov](mailto:Kevin.Powell@tn.gov)

b. Emergency Authorizations

1. Director of Facilities Management, Badging and Security  
Currently: Kevin Powell  
State of Tennessee Real Estate Management  
WRS Tennessee Tower, 24th Floor  
312 Rosa L. Parks Ave. Nashville, Tn 37243  
Cell 615-517-2835  
[Kevin.Powell@tn.gov](mailto:Kevin.Powell@tn.gov)

- A.20. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.21. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on January 8<sup>th</sup>, 2019 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Five Hundred Sixty-Three Thousand, Four Hundred dollars (\$ 563,400) ("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:

<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
Technician - Regular Time Regular Time Hours for Technicians Is 7:00a.m.- 5:00 p.m. CT, Monday through Friday, excluding State Holidays	\$85/HR
Technician Helper - Regular Time Regular Time Hours for Technicians Is 7:00a.m. - 5:00 p.m. CT, Monday through Friday, excluding State Holidays	\$65/HR
Technician – Emergency Support Response	\$130/HR
Technician Helper - Emergency Support Response	\$65/HR
<b>Trip Charge Region 1</b> (East TN) includes: Anderson, Blount, Campbell, Carter, Claiborne,	\$320/EA

Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, and Washington	
<b>Trip Charge Region 2</b> (Chattanooga Area) includes: Bledsoe, Bradley, Cannon, Clay, Coffee, Cumberland, DeKalb, Fentress, Franklin, Grundy, Hamilton, Jackson, Marion, McMinn, Meigs, Overton, Pickett, Polk, Putnam, Rhea, Sequatchie, Van Buren, Warren, White	\$320/EA
<b>Trip Charge Region 3</b> (Middle TN) includes: Bedford, Cheatham, Davidson, Dickson, Giles, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Wayne, Williamson, and Wilson	\$45/EA
<b>Trip Charge Region 4</b> (West TN) includes: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, and Weakley	\$320/EA
<b>Parts</b>	TBD/EA

1. Trip Charges are limited to a single trip charge per job. Trip Charge is a fixed rate or flat fee for a trip to service facility. Trip Charge to be added on to the actual labor charge (time and materials used).
  2. Technician refers to workers certified by software manufacturer
  3. Technician Helper refers to someone who does not have specific certifications but will provide manual labor and assistance to technicians
- 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:

Office of Administrative Services  
Tennessee Tower, 22nd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
[OAS.ElectronicInvoices@tn.gov](mailto:OAS.ElectronicInvoices@tn.gov)

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Department of General Services, Office of Administrative 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:

Chris Romaine  
Program Manager  
Office of Administrative Services  
Tennessee Tower, 22<sup>nd</sup> Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
p. 615-979-6700  
[chris.romaine@tn.gov](mailto:chris.romaine@tn.gov)

The Contractor:

Henry Tuohy, Partner & Service Director  
Eye in the Sky, LLC.  
2948 Foster Creighton Dr. Nashville, TN 37204  
[henry@eyeintheskycams.com](mailto:henry@eyeintheskycams.com)  
Telephone # 615-469-5688

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services

completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

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

illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the

nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees 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), which includes attachment A and B;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce

and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

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

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

**Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

**a. Commercial General Liability ("CGL") Insurance**

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

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

**b. Workers' Compensation and Employer Liability Insurance**

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

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

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

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

**c. Automobile Liability Insurance**

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

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

**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. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Department of General Services Director of Facilities Management to procure by non-competitive procurement as a condition for reimbursement.
- E.3. 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.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.7. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

- (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
  - (2) Any pricing related to the new lines, items, or options;
  - (3) The expected effective date for the availability of the new lines, items, or options; and
  - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

**IN WITNESS WHEREOF,**

**EYE IN THE SKY, LLC:**

	<i>1-8-19</i>
_____ CONTRACTOR SIGNATURE	_____ DATE
<i>Henry Tuohy - Partner</i>	
_____ PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	

**DEPARTMENT OF GENERAL SERVICES:**

*Robert E. Oglesby/WC*

\_\_\_\_\_  
**BOB OGLESBY, COMMISSIONER**

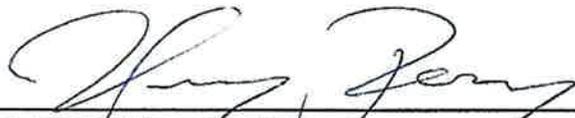
\_\_\_\_\_  
**DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	61281
CONTRACTOR LEGAL ENTITY NAME:	Eye in the Sky, LLC.
EDISON VENDOR IDENTIFICATION NUMBER:	108349

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.

Henry Tuohy - Partner

PRINTED NAME AND TITLE OF SIGNATORY

1/8/19

DATE OF ATTESTATION

ATTACHMENT B

PRF Index Code	BU Number	Agency	Property Name	City	Complex	LeasedOrOwn	Type of Lease	RSF
01011	4588102300	T&D	Green McAdoo Museum	Clinton	East TN	Leased	Ground	8,747
10005A	4588108045	Safety	206 Cherokee Park Dr.	Elizabethton	East TN	Leased	Ground	3,500
10005B	4588108045	Human Services	206 Cherokee Park Dr.	Elizabethton	East TN	Leased	Ground	8,907
10005C	4588108045	Children's Services	206 Cherokee Park Drive	Elizabethton	East TN	Leased	Ground	4,093
10006	4588108050	Agriculture	316 East Elk Avenue	Elizabethton	East TN	Leased	Gross	1,200
10007	4588108055	Correction	836 East Second Street	Elizabethton	East TN	Leased	Gross	1,776
1006	4588109030	TDEC	761 Emory Valley Drive	Oak Ridge	East TN	Leased	Gross	19,217
1007A	4588109035	Children's Services	182 Frank L. Diggs	Clinton	East TN	Leased	Gross	27,750
1007B	4588109035	Human Services	182 Frank L. Diggs Suite 200	Clinton	East TN	Leased	Gross	9,250
1009	4588109045	Correction	110 W. Centre Stage Rd	Clinton	East TN	Leased	Gross	4,600
1010	4588102750	Safety DL & THP	475 Oak Ridge Turnpike	Oak Ridge	East TN	Leased	Gross	5,000
11005A	4588105000	Human Services	286 Frey Street	Ashland City	Ellington	Leased	Ground	5,641
11005B	4588105000	Children's Services	286 Frey Street	Ashland City	Ellington	Leased	Ground	5,359
12004A	4588106065	Human Services	525 North Church Street	Henderson	West TN	Leased	Ground	5,127
12004B	4588106065	Childrens Services	525 North Church Street	Henderson	West TN	Leased	Ground	1,897
13002A	4588108060	Human Services	310 Court Street	Tazewell	East TN	Leased	Gross	6,402
13002B	4588108060	Children's Services	310 Court Street	Tazewell	East TN	Leased	Gross	298
13006	4588108065	Agriculture	2178 Highway 25 East Suite 1	Tazewell	East TN	Leased	Gross	750
13010	4588108070	Correction	129 South Broad Street	New Tazewell	East TN	Leased	Gross	2,200
14003A	4588105005	Human Services	141 East Lake Avenue	Celina	Ellington	Leased	Gross	3,627
14003B	4588105005	Children's Services	141 East Lake Avenue	Celina	Ellington	Leased	Gross	453
15009	4588108090	Children's Services	615 West Broadway	Newport	East TN	Leased	Ground	9,387
15010	4588109290	Human Services	340 Heritage Blvd.	Newport	East TN	Leased	Gross	6,647
15011	4588102280	DOC	998 Hwy 25-70, Ste 1	Newport	East TN	Leased	Gross	2,400
16002	4588112065	Correction	630 Wilson Avenue	Tullahoma	Ellington	Leased	Gross	3,550
16003	4588112005	Labor & Workforce Dev.	Labor & Workforce Dev-Tullahoma	Tullahoma	Ellington	Owned	Not Leased	5,676
16007	4588112070	Human Services	55 Saint Bede&#39;s Drive	Manchester	Ellington	Leased	Ground	6,770
16009	4588112080	Children's Services	151 Freeman Street	Tullahoma	Ellington	Leased	Gross	12,000
16010	4588112085	Safety	307 Industrial Blvd	Tullahoma	Ellington	Leased	Ground	5,084
17001A	4588106070	Human Services	169 North Cherry Street	Alamo	West TN	Leased	Gross	4,097
17001B	4588106070	Childrens Services	169 North Cherry Street	Alamo	West TN	Leased	Gross	153
18009A	4588109100	Corrections	29 Daniel Dr. Suite 103	Crossville	East TN	Leased	Gross	2,000
18009B	4588109100	Correction (Internal Affairs)	29 Daniel Dr. Suites 101 & 102	Crossville	East TN	Leased	Gross	2,550
18014A	4588109105	Safety DL & THP	136 Dooley Street	Crossville	East TN	Leased	Gross	6,400
18014B	4588109105	Children's Services	136 Dooley Street	Crossville	East TN	Leased	Gross	6,000
18016	4588109110	Human Services	32 Daniel Drive	Crossville	East TN	Leased	Gross	4,900
19000	4588114020	Governor, Legislature, Const. Officers, F&A Comm	State Capitol	Nashville	State Capitol	Owned/Critical	Not Leased	113,400
19001	4588101000	Treasury	Andrew Jackson	Nashville	Andrew Jackson	Owned	Not Leased	437,800
19002	4588101005	Performing Arts Mgmt Corp	James K Polk	Nashville	Andrew Jackson	Owned	Not Leased	768,532
19003B	4588105010	F&A OIR (CC 151)	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	144
19003C	4588105010	Board of Parole	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	23,810
19003D	4588105010	FRF (Vacant)	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	14,166
19003E	4588105010	TN Higher Education Comm.	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	21,811
19003F	4588105010	TN Student Assistance Corp.	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	16,235
19003G	4588105010	Bureau of Ethics&Camp. Fin.	404 James Robertson Parkway	Nashville	Jas. Robertson	Leased	Gross	3,990
19004	4588107000	Alcoholic Bev. Comm.	Davy Crockett	Nashville	Jas. Robertson	Owned	Not Leased	243,711
19007	4588114030	TPAC, Legislature, Non-State Vet Offices (DAV, VFRW, VA)	War Memorial	Nashville	State Capitol	Owned/Critical	Not Leased	113,400
19010	4588114025	Legislative	Legislative Plaza	Nashville	State Capitol	Owned/Critical	Not Leased	249,000
19012	4588103005	John Sevier	John Sevier	Nashville	Jas. Robertson	Owned	Not Leased	105,890
19013	4588101010	Citizens Plaza	Citizens Plaza	Nashville	Andrew Jackson	Owned	Not Leased	277,000
19014	4588101015	Rachel Jackson	Rachel Jackson	Nashville	Andrew Jackson	Owned	Not Leased	121,300
19021B	4588105015	TACIR	226 Capitol Blvd.	Nashville	TN Tower	Leased	Gross	5,251
19028	4588115000	Safety	Multi-Purpose Garage-Ezell Pike	Nashville	TPS	Owned	Not Leased	41,200
19031	4588104000	FRF (Vacant)	Ellington Barn/Arena	Nashville	Ellington	Owned	Not Leased	35,000
19032	4588104005	Bruer Greenhouse	Bruer Greenhouse	Nashville	Ellington	Owned	Not Leased	1,025
19035	4588113000	Health	RS Gass State Lab (incl boiler house)	Nashville	Gass-Metro Ctr	Owned	Not Leased	134,900
19037	4588104010	Centennial Whse - C	Centennial Whse - C	Nashville	Ellington	Owned	Not Leased	30,300
19039	4588104015	Agriculture	Moss Administration Bldg	Nashville	Ellington	Owned	Not Leased	14,482
19040	4588104020	Agriculture	Ag Resources Building	Nashville	Ellington	Owned	Not Leased	1,258

FRF Index Code	BU Number	Agency	PropertyName	City	Complex	LeasedOrOwn	Type of Lease	RSF
19041	4588104025	Agriculture	Commodities Building	Nashville	Ellington	Owned	Not Leased	2,600
19042	4588104030	Agriculture	Jennings	Nashville	Ellington	Owned	Not Leased	9,250
19043	4588104035	Agriculture	Ellington Auditorium	Nashville	Ellington	Owned	Not Leased	7,898
19044	4588104040	Agriculture	404 Hogan Rd	Nashville	Ellington	Owned	Not Leased	9,000
19045	4588104045	Agriculture	Holeman	Nashville	Ellington	Owned	Not Leased	21,700
19046	4588104050	Agriculture	Bruer	Nashville	Ellington	Owned	Not Leased	16,908
19047	4588104055	Agriculture	Porter Lab	Nashville	Ellington	Owned	Not Leased	67,657
19049	4588104060	Ellington Maintenance Shop	Ellington Maintenance Shop	Nashville	Ellington	Owned	Not Leased	2,635
19050	4588104065	Credit Union	Credit Union	Nashville	Ellington	Owned	Not Leased	650
19060	4588115005	TLETA	TLETA	Nashville	TPS	Owned	Not Leased	64,000
19061	4588115010	Safety	TPS Menzler - Nix	Nashville	TPS	Owned	Not Leased	15,300
19062	4588115015	Safety	TPS Cooper Hall	Nashville	TPS	Owned	Not Leased	17,500
19063	4588115020	Safety	TPS Warf Browning Harrison	Nashville	TPS	Owned	Not Leased	51,200
19066	4588115025	Safety	TPS McCord Hall	Nashville	TPS	Owned	Not Leased	15,929
19068	4588115030	TLETA Annex	TLETA Annex	Nashville	TPS	Owned	Not Leased	14,169
19069	4588105035	Safety	301 Plus Park Drive First Floor	Nashville	Ellington	Leased	Gross	8,140
19073	4588113030	Bomb & Arson MVM	665 Mainstream Drive- Garage	Nashville	Gass-Metro Ctr	Owned	Not Leased	6,908
19074	4588113035	FRF (Vacant)	665 Mainstream Drive- Shop	Nashville	Gass-Metro Ctr	Owned	Not Leased	1,440
19077	4588104075	Agriculture	Ellington Wallace Library	Nashville	Ellington	Owned	Not Leased	792
19085	4588107010	Human Services	1000 2nd Ave	Nashville	Jas. Robertson	Owned	Not Leased	46,200
19088	4588115035	THP-3rd District (Nashville)	THP-3rd District (Nashville)	Nashville	TPS	Owned	Not Leased	5,700
19089	4588104080	Safety	Centennial Driver's License	Nashville	Ellington	Owned	Not Leased	3,000
19094	4588115040	Safety	Driver's License Stn-1601 Murf	Nashville	TPS	Owned	Not Leased	5,400
19096	4588104085	Agriculture	Museum 2 - Cottage	Nashville	Ellington	Owned	Not Leased	1,700
19099	4588114010	GS, (FRF) Parking	Parking Lot 34 MTA Garage	Nashville	Jas. Robertson	Leased	Gross	131,352
19101	4588107015	Andrew Johnson	Andrew Johnson	Nashville	Jas. Robertson	Owned	Not Leased	251,706
19105	4588114015	Tenn. Towers	WRS TN Tower	Nashville	TN Tower	Owned/Critical	Not Leased	831,400
19106	4588115045	Cloverbottom Mansion	Cloverbottom Mansion	Nashville	TPS	Owned	Not Leased	10,612
19107	4588113005	Safety (DL)	Driver's License Stn-624 Hart Ln	Nashville	Gass-Metro Ctr	Owned	Not Leased	5,088
19117	4588105060	Revenue	44 Vantage Way	Nashville	Gass-Metro Ctr	Leased	Gross	44,594
19120	4588113010	Health - Mid-Cumberland	Mid Cumberland Regional Health	Nashville	Gass-Metro Ctr	Owned	Not Leased	34,635
19124	4588113015	THP Communications	THP Communications	Nashville	Gass-Metro Ctr	Owned	Not Leased	5,688
19126	4588113020	TBI	TBI Headquarters / Forensic - Nashville	Nashville	Gass-Metro Ctr	Owned	Not Leased	160,585
19129	4588113025	TDEC	Environmental Field Office (E-AC)	Nashville	Gass-Metro Ctr	Owned	Not Leased	33,755
19133	4588105075	Correction	Probation & Parole	Nashville	Ellington	Leased	Ground	17,000
19134	4588105080	Tenn Care	227 French Landing	Nashville	Gass-Metro Ctr	Leased	Gross	77,711
19135	458811010	Bureau of TennCare	310 Great Circle Road	Nashville	Gass-Metro Ctr	Leased	Ground	211,280
19138A	4588105085	Human Services (ODS)	200 Athens Way	Nashville	Ellington	Leased	Gross	142,784
19138B	4588105085	Children's Services	200 Athens Way	Nashville	Ellington	Leased	Gross	64,571
19144	4588105100	THDA	160 Cude Lane	Nashville	Ellington	Leased	Gross	4,117
19147	4588111000	Multiple Agencies	Labor & Workforce Development	Nashville	Gass-Metro Ctr	Owned	Not Leased	240,000
19148	4588111005	L&W,Health,DIG	665 Mainstream Drive	Nashville	Gass-Metro Ctr	Owned	Not Leased	136,645
19172	4588104090	Centennial Surplus & Warehouse	Centennial Surplus & Warehouse	Nashville	Ellington	Owned	Not Leased	79,600
19186	4588105115	Human Services	5010 Linbar Drive-Suite 140	Nashville	Ellington	Leased	Gross	5,700
19190	4588114150		Metrology Lab	Nashville	Ellington	Owned	TBD	13,000
19192	4588114110	Corrections	212 Pavilion Blvd.	Nashville	Ellington	Leased	Gross	11,780
19193	4588119100	Children's Services	500 2nd Ave	Nashville	Jas. Robertson	Owned	Not Leased	38,100
19194A	4588118100	Children's Services	315 Deaderick St.	Nashville	Andrew Jackson	Leased	Ground	85,260
19194B	4588118105	Attorney General	315 Deaderick St.	Nashville	Andrew Jackson	Leased	Ground	55,141
19196	4588117030	TBD	State Museum	Nashville	TN Tower	Owned/Critical	Not Leased	137,400
19198	4588115295	FRF (Vacant)	88 Hermitage Ave	Nashville	TPS	Owned	Not Leased	21,800
19200	4588117025	FRF (Vacant)	Ed Lindsey Building	Nashville	TN Tower	Owned	TBD	54,676
19201	4588114145	Correction	900 South Gallatin Pike	Madison	Ellington	Leased	Gross	19,903
19301	4588115050	TPS Administration Building	TPS Administration Building	Nashville	TPS	Owned	Not Leased	8,800
19302	4588115055	Safety	TPS Center for Adoption	Nashville	TPS	Owned	Not Leased	16,800
19309	4588115090	TPS Maintenance Warehouse	TPS Maintenance Warehouse	Nashville	TPS	Owned	Not Leased	42,600
19315	4588115120	FRF (Vacant)	TPS Old Sills Hall	Nashville	TPS	Owned	Not Leased	12,400
19316	4588115125	TPS Guard Building	TPS VIC Guard Building	Nashville	TPS	Owned	Not Leased	300
19317	4588115130	TPS Maintenance Storage Building	TPS Maintenance Storage Building	Nashville	TPS	Owned	Not Leased	2,000
19318	4588115135	FRF (Vacant)	TPS Bus Garage	Nashville	TPS	Owned	Not Leased	3,500

FRF Index Code	BU Number	Agency	Property Name	City	Complex	Leased/Owned	Type of Lease	RSF
19319	4588115140	FRF (Vacant)	TPS Old Barn	Nashville	TPS	Owned	Not Leased	5,060
19320	4588115145	FRF (Vacant)	TPS Old Farm House	Nashville	TPS	Owned	Not Leased	1,600
19321	4588115150	FRF (Vacant)	TPS Sills Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19322	4588115155	FRF (Vacant)	TPS Sills Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19323	4588115160	FRF (Vacant)	TPS Sills Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19324	4588115165	FRF (Vacant)	TPS Sills Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19325	4588115170	FRF (Vacant)	TPS Nix Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19326	4588115175	FRF (Vacant)	TPS Nix Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19327	4588115180	FRF (Vacant)	TPS Nix Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19328	4588115185	FRF (Vacant)	TPS Nix Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19329	4588115190	Human Services	TPS Cole Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19330	4588115195	TDEC	TPS Cole Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19331	4588115200	TDEC	TPS Cole Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19332	4588115205	Children's Services	TPS Cole Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19333	4588115210	YMCA	TPS Scott Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19334	4588115215	Nashville Children's Alliance	TPS Scott Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19335	4588115220	Nashville Children's Alliance	TPS Scott Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19336	4588115225	YMCA	TPS Scott Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19337	4588115230	Education	TPS Davis Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19338	4588115235	Safety	TPS Davis Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19339	4588115240	Safety	TPS Davis Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19340	4588115245	Safety	TPS Davis Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19341	4588115250	TEMA	TPS Kilvington Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19342	4588115255	TEMA	TPS Kilvington Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19343	4588115260	TEMA	TPS Kilvington Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19344	4588115265	TEMA	TPS Kilvington Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19345	4588115270	FRF (Vacant)	TPS Menzler Quad 1	Nashville	TPS	Owned	Not Leased	3,800
19346	4588115275	FRF (Vacant)	TPS Menzler Quad 2	Nashville	TPS	Owned	Not Leased	3,800
19347	4588115280	YMCA	TPS Menzler Quad 3	Nashville	TPS	Owned	Not Leased	3,800
19348	4588115285	FRF (Vacant)	TPS Menzler Quad 4	Nashville	TPS	Owned	Not Leased	3,800
19506	4588116035	GS, (FRF) Parking	Parking Lot 33	Nashville	TN Tower	Leased	Gross	83,261
19536	4588119105	GS, (FRF) Parking	Parking Lot 9 State Garage at Sounds Stadium	Nashville	Jas. Robertson	Owned	Not Leased	384,000
19537	4588113040	GS, (FRF) Parking	Parking Lot 250 Venture Circle - Metro Center	Nashville	Gass-Metro Ctr	Leased	Ground	1
19539	4588114135	GS, (FRF) Parking	Parking Lot 17 Capitol View I V parking lot with 259 spaces	Nashville	Jas. Robertson	Leased	Ground	85,410
19541	4588119110	GS, (FRF) Parking	Parking Lot 4	Nashville	Jas. Robertson	Owned	Not Leased	64,950
19542	4588119115	GS, (FRF) Parking	Parking Lot 8	Nashville	Jas. Robertson	Owned	Not Leased	63,637
19544	4588119120	GS, (FRF) Parking	Parking Lot 12	Nashville	Jas. Robertson	Owned	Not Leased	15,023
19546	4588119125	GS, (FRF) Parking	Parking Lot 14	Nashville	Jas. Robertson	Owned	Not Leased	35,857
19547	4588119130	GS, (FRF) Parking	Parking Lot 16	Nashville	Jas. Robertson	Owned	Not Leased	119,138
19548	4588114040	GS, (FRF) Parking	Parking Lot 18	Nashville	State Capitol	Owned	Not Leased	83,900
19549	4588114045	GS, (FRF) Parking	Parking Lot 19	Nashville	State Capitol	Owned	Not Leased	34,310
19550	4588114050	GS, (FRF) Parking	Parking Lot 19A	Nashville	State Capitol	Owned	Not Leased	13,315
19551	4588114055	GS, (FRF) Parking	Parking Lot 20	Nashville	State Capitol	Owned	Not Leased	79,300
19552	4588114060	GS, (FRF) Parking	Parking Lot 21	Nashville	State Capitol	Owned	Not Leased	57,000
19554	4588117005	GS, (FRF) Parking	Parking Lot 26 - Gold Lot	Nashville	TN Tower	Owned	Not Leased	34,603
19555	4588117010	GS, (FRF) Parking	Parking Lot 27 - Blue Lot	Nashville	TN Tower	Owned	Not Leased	28,673
19556	4588117015	GS, (FRF) Parking	Parking Lot 28	Nashville	TN Tower	Owned	Not Leased	120,491
19557	4588117020	GS, (FRF) Parking	Parking Lot 29	Nashville	TN Tower	Owned	Not Leased	56,416
19565	4588117000	GS, (FRF) Parking	Parking Lot D Nissan Stadium	Nashville	TN Tower	Leased	Gross	180,937
20002A	4588106075	Human Services	669 West Main Street	Decaturville	West TN	Leased	Gross	4,798
20002B	4588106075	Children's Services	669 West Main Street	Decaturville	West TN	Leased	Gross	1,126
2002	4588112000	FRF (Vacant)	301 N Main St	Shelbyville	Ellington	Owned	Not Leased	4,928
2007	4588112035	Human Services	905 Madison Street	Shelbyville	Ellington	Leased	Ground	4,595
2008	4588112040	Agriculture	319 Bethany Lane	Shelbyville	Ellington	Leased	Gross	500
2009	4588112045	Children's Services	1106 Madison Street	Shelbyville	Ellington	Leased	Ground	6,000
2011	4588112050	Revenue	875 Union Street Suites B&C	Shelbyville	Ellington	Leased	Ground	4,031
2012	4588112055	Education	200 Dover Street	Shelbyville	Ellington	Leased	Ground	2,614
21004A	4588112095	Human Services	715 Walker Drive	Smithville	Ellington	Leased	Gross	4,165
21004B	4588112095	Children's Services	715 Walker Drive	Smithville	Ellington	Leased	Gross	515
22004	4588105125	Human Services	250 State Street Suite B	Dickson	Ellington	Leased	Ground	7,812

FRF Index Code	BU Number	Agency	PropertyName	City	Complex	LeasedOrOwn	Type of Lease	RSF
22007	4588105135	Safety DL & THP	114 West Christi Drive	Dickson	Ellington	Leased	Ground	5,959
22011	4588105140	Children's Services	222 State Street	Dickson	Ellington	Leased	Gross	4,180
23005	4588110000	Labor & Workforce Dev.	Labor & Workforce Dev-Dyersburg	Dyersburg	West TN	Owned	Not Leased	5,800
23014A	4588110055	Human Services	1979 St. John Avenue	Dyersburg	West TN	Leased	Gross	9,045
23014B	4588110055	Children's Services	1979 St. John Avenue	Dyersburg	West TN	Leased	Gross	4,455
23014C	4588110055	Correction	1979 St. John Avenue	Dyersburg	West TN	Leased	Gross	4,800
23019	4588106115	Safety DL & THP	Driver's Testing Station Dyersburg	Dyersburg	West TN	Leased	Gross	5,841
23020	4588116135	Treasury	306 North Church Ave	Dyersburg	West TN	Leased	Gross	2,033
24003A	4588110065	Human Services	18125 Highway 64 East	Somerville	West TN	Leased	Gross	5,603
24003B	4588110065	Children's Services	18125 Highway 64 East	Somerville	West TN	Leased	Gross	3,893
24005	4588110070	Safety DL & THP	160 Beau Tisdale Drive	Oakland	West TN	Leased	Gross	6,300
24007	4588116150	DOC	12515 Highway 64	Somerville	West TN	Leased	Gross	3,565
24008	4588116160	Board of Parole	318A Midland Street	Somerville	West TN	Leased	Gross	1,000
25004A	4588109115	Human Services	240 Colonial Circle Drive	Jamestown	East TN	Leased	Gross	4,963
25004B	4588109115	Children's Services	240 Colonial Circle Drive	Jamestown	East TN	Leased	Gross	522
26011A	4588102045	Human Services	2160 Cowan Highway	Winchester	East TN	Leased	Ground	6,000
26011B	4588102045	Children's Services	2160 Cowan Highway	Winchester	East TN	Leased	Ground	7,000
27002	4588106005	Labor & Workforce Dev.	Labor & Workforce-Humboldt	Humboldt	West TN	Owned	Not Leased	6,000
27008A	4588106080	TDEC	3628 East End Drive	Humboldt	West TN	Leased	Ground	4,360
27008B	4588106080	West TN Rivers Authority	3628 East End Drive	Humboldt	West TN	Leased	Ground	4,440
27010	4588106085	Children's Services	802 Gibson Road	Trenton	West TN	Leased	Gross	6,440
27011	4588106090	Safety	2211 Hwy 45 Bypass South	Trenton	West TN	Leased	Gross	4,800
27012	4588106095	Human Services	2205 Highway 45 Bypass South	Trenton	West TN	Leased	Gross	8,700
28006	4588112100	Children's Services	631 East Madison Street	Pulaski	Ellington	Leased	Gross	5,488
28007	4588112105	Human Services	115 South Cedar Lane	Pulaski	Ellington	Leased	Gross	5,283
29003A	4588112110	Children's Services	8421 Rutledge Pike Suite 100	Rutledge	East TN	Leased	Ground	3,864
29003B	4588112110	Human Services	8421 Rutledge Pike Suite 101	Rutledge	East TN	Leased	Ground	4,536
30006A	4588108100	Human Services	128 Serral Drive	Greeneville	East TN	Leased	Ground	8,108
30012A	4588108110	Children's Services	190 Serral Drive	Greeneville	East TN	Leased	Ground	7,629
30012B	4588108110	FRF (Vacant)	190 Serral Drive	Greeneville	East TN	Leased	Ground	9,475
30013	4588108115	Safety DL & THP	1210 Maj Henard Road	Greeneville	East TN	Leased	Ground	4,500
30014	4588108120	Comptroller	980 Old Stage Road	Greeneville	East TN	Leased	Ground	3,185
30016	4588102260	Corrections	219 W Depot Street	Greeneville	East TN	Leased	Gross	4,311
3003A	4588106040	Human Services	272 Highway 641 North	Camden	West TN	Leased	Gross	4,226
3003B	4588106040	Children's Services	272 Highway 641 North	Camden	West TN	Leased	Gross	1,174
31001A	4588102050	Human Services	13153 US 41	Tracy City	East TN	Leased	Ground	3,306
31001B	4588102050	Children's Services	13153 US 41	Tracy City	East TN	Leased	Ground	2,394
32001	4588108130	Correction	209 East Main Street	Morristown	East TN	Leased	Gross	3,320
32002A	4588108135	Safety	1609 College Park Drive	Morristown	East TN	Leased	Gross	2,434
32002B	4588108135	Veterans Affairs	1609 College Park Drive	Morristown	East TN	Leased	Gross	500
32007	4588108140	Human Services	2416 W. Andrew Johnson Hwy.	Morristown	East TN	Leased	Gross	8,000
32009	4588108150	Human Services	222 Bowman Road	Morristown	East TN	Leased	Ground	14,800
32013	4588102235	Safety DJJ	Morningside Place	Morristown	East TN	Leased	Gross	4,265
32014	4588102230	Children's Services	1077 E. Morris Blvd	Morristown	East TN	Leased	Gross	11,193
33007A	4588102055	Health	1501 Riverside Drive Suite 120	Chattanooga	East TN	Leased	Gross	5,996
33007B	4588102055	Education	1501 Riverside Drive Suite 230	Chattanooga	East TN	Leased	Gross	3,425
33009	4588102005	Safety	THP Tiftonia	Chattanooga	East TN	Owned	Not Leased	7,800
33012	4588102010	Safety (DL)	Driver&#39;s License Center-Bonney Oaks	Chattanooga	East TN	Owned	Not Leased	5,300
33014	4588102060	DIOD	5721 Marlin Road Bldg. #100	Chattanooga	East TN	Leased	Gross	5,662
33020A	4588102075	Human Services	5600 Brainerd Rd. Suite G-24	Chattanooga	East TN	Leased	Gross	70,098
33020B	4588102075	Children's Services	5600 Brainerd Rd. Suite C-20	Chattanooga	East TN	Leased	Gross	42,312
33020C	4588102075	Children & Youth	5600 Brainerd Rd.	Chattanooga	East TN	Leased	Gross	1,060
33026	4588102080	Safety DL & THP	4873 Dayton Blvd	Red Bank	East TN	Leased	Gross	7,800
33028	4588116020	TBI	6040 Century Oaks Drive	Chattanooga	East TN	Leased	Ground	10,300
33029	4588102195	Multiple	1301 Riverfront Pkwy	Chattanooga	East TN	Leased	Gross	60,924
33030	4588102245	Veterans Services	The Franklin Building	Chattanooga	East TN	Leased	Gross	829
33031	4588102220	Multiple Agencies	Krystal Building	Chattanooga	East TN	Leased	Gross	8,255
33033	4588102265	DGS	Shallowford Road	Chattanooga	East TN	Leased	Gross	14,857
34001A	4588108160	Human Services	111 Campbell Drive	Sneedville	East TN	Leased	Ground	2,423
34001B	4588108160	Children's Services	111 Campbell Drive	Sneedville	East TN	Leased	Ground	745

FRF Index Code	BU Number	Agency	Property Name	City	Complex	LeasedOrOwn	Type of Lease	RFF
35005A	4588110075	Human Services	795 Tennessee Street	Bolivar	West TN	Leased	Gross	6,174
35005B	4588110075	Children's Services	795 Tennessee Street	Bolivar	West TN	Leased	Gross	4,851
36001	4588106100	Labor & Workforce Dev.	1080 Wayne Road	Savannah	West TN	Leased	Gross	3,358
36002A	4588106105	Human Services	1035-A Wayne Road	Savannah	West TN	Leased	Gross	6,152
36002B	4588106105	Children's Services	1035-A Wayne Road	Savannah	West TN	Leased	Gross	3,356
36004	4588106110	Safety DL & THP	60 Brazelton Street Unit 10	Savannah	West TN	Leased	Gross	5,800
37008A	4588108170	Children's Services	4017 Highway 66 South	Rogersville	East TN	Leased	Ground	7,600
37008B	4588108170	Human Services	4017 Highway 66 S. Suite 14	Rogersville	East TN	Leased	Ground	10,000
38004A	4588110085	Human Services	1199 South Dupree Street	Brownsville	West TN	Leased	Gross	3,804
38004B	4588110085	Children's Services	1199 South Dupree Street	Brownsville	West TN	Leased	Gross	2,227
38005	4588110090	Agriculture	136 S. Washington Street Ste. 1	Brownsville	West TN	Leased	Gross	528
39004A	4588106130	Human Services	37 College Drive Site A	Lexington	West TN	Leased	Ground	5,902
39004B	4588106130	Children's Services	37 College Drive Site A	Lexington	West TN	Leased	Ground	4,398
39006	4588106135	Correction	16245 Highway 22 North	Widlersville	West TN	Leased	Gross	3,740
40009	4588106140	Correction	1302 West Wood Street	Paris	West TN	Leased	Gross	2,150
40010	4588106145	Children's Services	126 Culley Drive	Paris	West TN	Leased	Gross	7,000
40011A	4588106150	Labor & Workforce Dev.	1023 Mineral Wells Ave	Paris	West TN	Leased	Ground	7,470
40011B	4588106150	Human Services	1023 Mineral Wells Ave. Suite F	Paris	West TN	Leased	Ground	4,730
4003A	4588102020	Children's Services	323 Rockford Road	Pikeville	East TN	Leased	Gross	1,938
4003B	4588102020	Human Services	323 Rockford Road	Pikeville	East TN	Leased	Gross	1,862
41004A	4588112115	Human Services	108 Progress Center Plaza	Centerville	Ellington	Leased	Gross	4,530
41004B	4588112115	Children's Services	108 Progress Center Plaza	Centerville	Ellington	Leased	Gross	3,670
42003	4588105145	Human Services	21 Store Front Drive	Erlin	Ellington	Leased	Ground	3,852
43005A	4588105155	Human Services	1203 Highway 70 West	Waverly	West TN	Leased	Gross	4,250
43005B	4588105155	Children's Services	1207 Highway 70 West	Waverly	West TN	Leased	Gross	3,250
44003	4588112125	Human Services	307 South Murray Street	Gainesboro	Ellington	Leased	Gross	3,900
45004	4588109125	Human Services	1050 and 1052 South Hwy. 92	Dandridge	East TN	Leased	Gross	10,500
45007	4588109135	Children's Services	613 West Highway 11 East	New Market	East TN	Leased	Gross	12,500
45010	4588102205	Corrections	1228 Circle Drive	Dandridge	East TN	Leased	Ground	4,100
46006	4588108180	Safety	114 Court Street	Mountain City East TN	Leased	Gross	1,200	
46007A	4588108185	Human Services	370 Cold Springs Road	Mountain City East TN	Leased	Gross	4,748	
46007B	4588108185	Children's Services	370 Cold Springs Road Suite A	Mountain City East TN	Leased	Gross	1,025	
47003	4588109005	Human Services	Knoxville State Plaza - 2700 Middlebrook	Knoxville	East TN	Owned	Not Leased	70,500
47004	4588109140	Comptroller	5401 Kingston Pike Suite 300	Knoxville	East TN	Leased	Gross	7,800
47008	4588109010	Health	East TN Regional Health	Knoxville	East TN	Owned	Not Leased	39,500
47017	4588109015	Safety-THP	THP - District 1 - Knoxville	Knoxville	East TN	Owned	Not Leased	7,500
47018	4588109155	Alcoholic Bev. Comm.	4420 Whittle Springs Road	Knoxville	East TN	Leased	Gross	3,376
47022	4588109160	Correction	1426 Elm Street	Knoxville	East TN	Leased	Gross	16,407
47023	4588109020	Safety (DL)	Driver&#39;s License Station-Knoxville	Knoxville	East TN	Owned	Not Leased	5,700
47026	4588109165	Human Services	1530 Dutch Valley Way	Knoxville	East TN	Leased	Gross	5,000
47029A	4588109180	Supreme Court	505 Main Street	Knoxville	East TN	Leased	Gross	46,000
47029B	4588109315	Attorney General	561 Main Street	Knoxville	East TN	Leased	Gross	4,000
47030	4588109185	FDEC	3711 Middlebrook	Knoxville	East TN	Leased	Gross	44,000
47033	4588109025	TBI	TBI - Knoxville	Knoxville	East TN	Owned	Not Leased	42,700
47037	4588109200	Safety	430 Montbrook Lane	Knoxville	East TN	Leased	Gross	9,500
47038	4588109205	Children's Services	2600 Western Avenue	Knoxville	East TN	Leased	Gross	55,000
47039	4588109210	Children's Services	400 Harriett Tubman Street	Knoxville	East TN	Leased	Gross	4,600
47043A	4588108300	Children & Youth	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	652
47043B	4588108300	Human Rights Commission	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	2,368
47043C	4588108300	Commerce & Insurance	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	7,910
47043D	4588108300	Financial Institutions	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	7,723
47043E	4588108300	Health	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	11,064
47043F	4588108300	Human Services	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	24,001
47043G	4588108300	Revenue	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	14,840
47043H	4588108300	Safety	Pellissippi (PSCC)	Knoxville	East TN	Leased	Ground	4,182
47046A	4588109300	Mental Health	570 West Summit Hill Drive	Knoxville	East TN	Leased	Ground	2,746
47046B	4588109300	Human Services	570 West Summit Hill Drive	Knoxville	East TN	Leased	Ground	17,870
47046C	4588109300	Labor & Workforce Dev.	570 West Summit Hill Drive	Knoxville	East TN	Leased	Ground	8,173
47046D	4588109300	Warehouse	520 West Summit Hill Drive	Knoxville	East TN	Leased	Ground	3,000
47046E	4588109300	DIDD	520 West Summit Hill Drive	Knoxville	East TN	Leased	Ground	27,004
47048	4588109320	GS, (FRF) Parking	625 Clinch Ave. Parking	Knoxville	East TN	Leased	Gross	1
47049	4588102240	Board of Parole	6906 Kingston Pike, Ste 103	Knoxville	East TN	Leased	Gross	894
47050	4588102295	Veterans Services	TDVS	Knoxville	East TN	Leased	Gross	954
47051	4588102290	Corrections	8417 Kingston Pike	Knoxville	East TN	Leased	Gross	11,282
47158	4588102215	GS, (FRF) Parking	Parking Lot - Garage at Walnut Street Summit Hill	Knoxville	East TN	Leased	Gross	1
48007	4588110095	Multiple Agencies	660 Carl Perkins Pkwy	Tiptonville	West TN	Leased	Gross	5,000
49004A	4588110105	Human Services	417 South Washington Street	Ripley	West TN	Leased	Gross	4,337
49004B	4588110105	Children's Services	417 South Washington Street	Ripley	West TN	Leased	Gross	7,077
50005	4588112010	Safety-THP Headquarters	THP-Lawrenceburg	Lawrenceburg	Ellington	Owned	Not Leased	4,300
50009A	4588112135	Human Services	527 Crews Street	Lawrenceburg	Ellington	Leased	Ground	7,612
50009B	4588112135	Children's Services	527 Crews Street	Lawrenceburg	Ellington	Leased	Ground	5,088
5001	4588109050	Correction	304 Home Avenue Suite A	Maryville	East TN	Leased	Gross	5,700
50012	4588114140	Correction	1004 Buffalo Road	Lawrenceburg	Ellington	Leased	Gross	4,993
5004A	4588109055	Human Services	303 Home Avenue	Maryville	East TN	Leased	Gross	9,712
5004B	4588109055	Children's Services	305 Home Avenue	Maryville	East TN	Leased	Gross	8,788
5010	4588109060	Safety	318 Home Avenue	Maryville	East TN	Leased	Gross	5,590
5013	4588102185	Children's Services	244 South Calderwood St.	Alcoa	East TN	Leased	Ground	6,140
51004A	4588112145	Human Services	47 Smith Ave.	Hahenwald	Ellington	Leased	Gross	4,060
51004B	4588112145	Children's Services	47 Smith Ave.	Hahenwald	Ellington	Leased	Gross	3,617
52003A	4588102090	Human Services	2221 Thornton Taylor Bypass	Fayetteville	East TN	Leased	Ground	5,743

FRF Index Code	BU Number	Agency	Property Name	City	Complex	LeasedOrOwn	Type of Lease	RSF
52003B	4588102090	Childrens Services	2211 Thornton Taylor Bypass	Fayetteville	East TN	Leased	Ground	407
52005	4588102095	Safety-DL & THP	4110 Thornton Taylor Parkway	Fayetteville	East TN	Leased	Ground	4,234
53005A	4588109230	Human Services	485 Pine Top Street	Lenoir City	East TN	Leased	Gross	5,834
53005B	4588109230	Childrens Services	485 Pine Top Street	Lenoir City	East TN	Leased	Gross	4,666
54006A	4588102105	Children's Services	1008 Knight Road	Athens	East TN	Leased	Ground	6,750
54006B	4588102105	Human Services	1008 Knight Road Suite B	Athens	East TN	Leased	Ground	6,750
54007	4588102110	Safety (DL & THP)	150 Plaza Circle	Athens	East TN	Leased	Ground	6,100
54008	4588102210	Corrections	1317 South White St	Athens	East TN	Leased	Ground	414
55002A	4588110120	Human Services	855 East Poplar	Selmer	West TN	Leased	Gross	4,031
55002B	4588110120	Childrens Services	855 East Poplar	Selmer	West TN	Leased	Gross	1,985
56002A	4588105160	Human Services	315 Highway 52 E. Bypass	Lafayette	Ellington	Leased	Gross	4,846
56002B	4588105230	Children's Services	317 Highway 52 E. Bypass	Lafayette	Ellington	Leased	Gross	2,154
57001	4588106010	Lowell Thomas State Ofc Bldg	Lowell Thomas State Ofc Bldg	Jackson	West TN	Owned	Not Leased	140,000
57002	4588106015	Health	West TN Regional Health	Jackson	West TN	Owned	Not Leased	39,000
57011	4588106025	Safety-THP Headquarters	THP Jackson	Jackson	West TN	Owned	Not Leased	9,000
57012	4588106030	Safety (DL)	Driver&#39;s License Station-Jackson	Jackson	West TN	Owned	Not Leased	5,100
57020	4588106160	Human Services	3001 Highway 45 Bypass	Jackson	West TN	Leased	Gross	1,200
57025	4588106170	Children's Services	1124 Whitehall St. Suites A,B&C&E	Jackson	West TN	Leased	Gross	14,400
57032	4588106190	TDEC	1625 Hollywood Drive	Jackson	West TN	Leased	Gross	19,985
57033	4588106195	Correction	1661 Hollywood Drive	Jackson	West TN	Leased	Gross	11,223
57042	4588106215	Safety THP,CID	3012 Greystone	Jackson	West TN	Leased	Gross	3,851
57044	4588102225	Corrections	37 Executive Drive	Jackson	West TN	Leased	Gross	4,930
57046	4588106200	DOC	362 Carriage House Drive	Jackson	West TN	Leased	Gross	11,400
57048	4588116175	TBD	THP Communications Center	Jackson	West TN	Owned	TBD	7,581
57161	4588106220	TBI	221 Executive Drive	Jackson	West TN	Leased	Gross	7,997
57164	4588106330	Corrections	85 Stonebrook A	Jackson	West TN	Leased	Gross	1,000
58005	4588102115	Human Services	4926 Main Street	Jasper	East TN	Leased	Ground	5,882
58007	4588102120	Children's Services	4930 Main Street	Jasper	East TN	Leased	Ground	6,504
58008	4588102125	Safety	4950 Main Street Building D	Jasper	East TN	Leased	Ground	5,288
58009	4588102130	Correction	5 North Oak Street Suite A	Jasper	East TN	Leased	Gross	690
59004	4588112155	Human Services	928 North Ellington Parkway	Lewisburg	Ellington	Leased	Ground	4,200
59005	4588114115	THDA	1576 Old Columbia Rd.	Lewisburg	Ellington	Leased	Ground	1,500
60004	4588112170	Correction	2506 Pillow Drive Suites A&B&C	Columbia	Ellington	Leased	Gross	7,100
60008	4588112015	Health - South Central	South Central Regional Health	Columbia	Ellington	Owned	Not Leased	18,000
60016	4588112020	Safety (DL)	Driver's License Station-Columbia	Columbia	Ellington	Owned	Not Leased	7,359
60018A	4588112175	Human Services	1400 College Park Dr	Columbia	Ellington	Leased	Ground	15,500
60018B	4588112175	Children's Services	1400 College Park Drive	Columbia	Ellington	Leased	Ground	21,930
60018C	4588112175	FRF (Vacant)	1400 College Park Dr. Suite B&C&E	Columbia	Ellington	Leased	Ground	7,135
60018D	4588112175	Children & Youth	1400 College Park Dr. Suite B&C&E	Columbia	Ellington	Leased	Ground	435
60022	4588112185	Labor & Workforce Dev.	230 E. James Campbell Blvd.	Columbia	Ellington	Leased	Gross	3,000
60023	4588112190	TDEC	1421 Hampshire Pike	Columbia	Ellington	Leased	Ground	17,000
6011A	4588102025	Human Services	950 Star-Vue Drive	Cleveland	East TN	Leased	Ground	11,784
6011B	4588102025	Correction	950 Star-Vue Drive	Cleveland	East TN	Leased	Ground	5,450
6014	4588102030	Safety DU & THP	301 James Asbury Dr NW	Cleveland	East TN	Leased	Ground	6,000
6015	4588102035	Children's Services	2703 Ralph Buckner Blvd.	Cleveland	East TN	Leased	Ground	16,000
6016	4588109295	Board of Parole	4160 North Ocoee Street	Cleveland	East TN	Leased	Ground	900
61003A	4588102135	Children's Services	17619 State Hwy. 58 N	Decatur	East TN	Leased	Gross	773
61003B	4588102135	Human Services	17619 State Hwy. 58 N	Decatur	East TN	Leased	Gross	4,747
62008A	4588102140	Human Services	123 Pedigo Road	Madisonville	East TN	Leased	Ground	5,971
62008B	4588102140	Childrens Services	123 Pedigo Road	Madisonville	East TN	Leased	Ground	3,529
62009	4588102145	Correction	119 Pedigo Rd Suite A	Madisonville	East TN	Leased	Ground	3,046
63006A	4588105165	Human Services	350 Pageant Lane Suite 301	Clarksville	Ellington	Leased	Ground	19,247
63006B	4588105165	Children's Services	350 Pageant Lane Suite 401	Clarksville	Ellington	Leased	Ground	17,895
63012	4588104100	Safety	Clarksville THP & DLS	Clarksville	Ellington	Owned	Not Leased	5,284
63014	4588105175	Human Services Call Center	1850 Business Park Dr. 122B	Clarksville	Ellington	Leased	Ground	13,500
63015	4588105180	Correction	100 Providence Blvd. Suite A	Clarksville	Ellington	Leased	Ground	9,941
64003	4588114120	Human Services	22 Boonesville Hwy.	Lynchburg	Ellington	Leased	Ground	1,297
65004A	4588109235	Human Services	1326 Knoxville Highway	Wartburg	East TN	Leased	Gross	5,981
65004B	4588109235	Childrens Services	1326 Knoxville Highway	Wartburg	East TN	Leased	Gross	2,518
66002	4588106035	Health - NWRHF	Northwest TN Regional Health	Union City	West TN	Owned	Not Leased	13,000

FRF Index Code	BU Number	Agency	PropertyName	City	Complex	LeasedOrOwn	Type of Lease	RSF
66005A	4588106230	Human Services	1416 Stad Avenue	Union City	West TN	Leased	Gross	5,657
66005B	4588106230	Children's Services	1418 Stad Avenue	Union City	West TN	Leased	Gross	6,610
66015	4588106245	Safety DL & THP	1604 West Reelfoot Avenue	Union City	West TN	Leased	Gross	6,300
66016	4588106250	Correction	830 Sherwood Drive	Union City	West TN	Leased	Gross	2,000
67005	4588112200	Children's Services	809 North Church Street	Livingston	Ellington	Leased	Gross	5,700
67006	4588112205	Human Services	411 West Main Street	Livingston	Ellington	Leased	Gross	4,160
68002A	4588106255	Children's Services	113 Factory Street	Linden	West TN	Leased	Gross	688
68002B	4588106255	Human Services	113 Factory Street	Linden	West TN	Leased	Gross	2,752
69001A	4588109240	Human Services	8816 Highway 111	Byrds town	East TN	Leased	Gross	2,512
69001B	4588109240	Children's Services	8816 Highway 111	Byrds town	East TN	Leased	Gross	378
70005A	4588102155	Human Services	240 Cherokee Circle	Benton	East TN	Leased	Ground	2,816
70005B	4588102155	Children's Services	240 Cherokee Circle	Benton	East TN	Leased	Ground	1,207
7002	4588109075	Labor & Workforce Dev	117 Mine Lane	Jacksboro	East TN	Leased	Ground	13,375
7007A	4588109085	Children's Services	2221 Jacksboro Pike	Lafollette	East TN	Leased	Gross	13,463
7007B	4588109085	Human Services	2221 Jacksboro Pike	Lafollette	East TN	Leased	Gross	8,712
7008	4588109090	Safety	111 Ellison Road	Lafollette	East TN	Leased	Gross	1,750
7009	4588109095	Human Services	601 5th Street	Jellico	East TN	Leased	Gross	1,600
7010	4588102190	Corrections	563 Main Street	Jacksboro	East TN	Leased	Gross	3,456
71007	4588112215	Correction	442 Neal Street	Cookeville	Ellington	Leased	Gross	8,110
71014A	4588112220	F&A, OIR	1221 Burgess Falls Road	Cookeville	Ellington	Leased	Gross	375
71014B	4588112220	TDEC	1221 Burgess Falls Road	Cookeville	Ellington	Leased	Gross	14,174
71019	4588116000	Safety-THP	THP-Cookeville	Cookeville	Ellington	Owned	Not Leased	5,400
71023	4588116005	Safety	Driver&#39;s License Station-Cookeville	Cookeville	Ellington	Owned	Not Leased	5,000
71025	4588112235	Children's Services	600 Heathwood Court	Cookeville	Ellington	Leased	Ground	26,367
71026	4588112240	Education	1519 E. Spring St. Suite E&#amp;#228;mp;G	Cookeville	Ellington	Leased	Gross	3,318
71027A	4588112245	Human Services	1000 England Drive Suite B	Cookeville	Ellington	Leased	Gross	22,700
71027B	4588112245	FBI	1000 England Drive Suite D	Cookeville	Ellington	Leased	Gross	4,027
71028	4588112250	THDA	1525 East Spring Street Suite A	Cookeville	Ellington	Leased	Gross	1,500
71029	4588116010	Upper Cumberland RH	Upper Cumberland Regional Health	Cookeville	Ellington	Owned	Not Leased	50,733
71032A	4588112255	Alcoholic Bev. Comm	929 West Jackson Street	Cookeville	Ellington	Leased	Gross	1,376
71032B	4588112255	Agriculture	929 West Jackson Street	Cookeville	Ellington	Leased	Gross	1,520
71032C	4588112255	Agriculture	929 West Jackson Street	Cookeville	Ellington	Leased	Gross	1,015
71033A	4588116045	Econ. & Community Dev.	444 Neal Street Suite A	Cookeville	Ellington	Leased	Gross	1,677
71033B	4588116045	Labor & Workforce Dev.	444 Neal Street Suite A	Cookeville	Ellington	Leased	Gross	3,383
71034	4588112260	Safety - CID	1420 Neal Street Suite 102	Cookeville	Ellington	Leased	Gross	2,000
71101	4588112265	Safety - CID	3001 Poplar Grove Road	Cookeville	Ellington	Leased	Gross	1,260
72001	4588102160	Agriculture	385 West 2nd Avenue Suite 7A	Dayton	East TN	Leased	Gross	476
72006A	4588102165	Safety	224 4th Avenue	Dayton	East TN	Leased	Gross	845
72006B	4588102165	Human Services	224 4th Avenue	Dayton	East TN	Leased	Gross	6,795
72007	4588102170	Children's Services	111 Fourth Avenue	Dayton	East TN	Leased	Gross	5,900
73008	4588109245	Human Services	1086 North Gateway Avenue	Rockwood	East TN	Leased	Gross	9,200
73009	4588109250	Children's Services	795 Larry Byrd Road	Kingston	East TN	Leased	Gross	5,000
73010	4588109255	Safety	1070 North Gateway Avenue	Rockwood	East TN	Leased	Gross	5,000
74003	4588105185	Human Services	809 North Mabel Street	Springfield	Ellington	Leased	Ground	6,521
74006	4588105190	Children's Services	812 South Brown Street	Springfield	Ellington	Leased	Ground	8,100
74008	4588105195	Correction	101 Mooreland Drive Suite C&#amp;#226;D	Springfield	Ellington	Leased	Gross	3,111
74009	4588105200	Safety DL & THP	4676 Highway 41 North Suite C	Springfield	Ellington	Leased	Ground	6,688
75005	4588112025	Multiple Agencies	Fleming Training Center	Murfreesboro	Ellington	Owned	Not Leased	26,760
75006	4588112270	Children's Services	434 Jay Hawk Court	Murfreesboro	Ellington	Leased	Ground	18,477
75018	4588112275	Human Services	1711 Old Fort Parkway	Murfreesboro	Ellington	Leased	Ground	14,000
75021	4588112280	Safety (DI/THP)	1035 Samsonite Blvd	Murfreesboro	Ellington	Leased	Ground	8,700
75023	4588112290	Labor & Workforce Dev.	845 Esther Ln-1501-A Sarah Cr	Murfreesboro	Ellington	Leased	Gross	4,800
75026	4588112295	Education	745 South Church St. Suite 703	Murfreesboro	Ellington	Leased	Gross	5,295
75030	4588112305	Correction	1711 Old Fort Parkway Suite C	Murfreesboro	Ellington	Leased	Gross	8,700
75031	4588112395	Comptroller	1423 Mark Allen Lane	Murfreesboro	Ellington	Leased	Gross	4,969
75071	4588114160	Correction	640 Broadmor St, Suite 60	Murfreesboro	Ellington	Leased	Gross	8,750
76005A	4588109260	Human Services	104 Fire Hall Drive	Huntsville	East TN	Leased	Gross	6,641
76005B	4588109260	Children's Services	104 Fire Hall Drive	Huntsville	East TN	Leased	Gross	1,859
76006	4588102275	DOC	575 Scott High Drive	Huntsville	East TN	Leased	Ground	620
77001A	4588102175	Human Services	1845 Old York Highway East	Dunlap	East TN	Leased	Gross	3,718
77001B	4588102175	Children's Services	1845 Old York Highway East	Dunlap	East TN	Leased	Gross	3,298

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78003	4588109265	Human Services	815 Dolly Parton Parkway	Sevierville	East TN	Leased	Gross	8,500
78007A	4588109270	Board of Parole	115 Allensville Road	Sevierville	East TN	Leased	Gross	945
78007B	4588109270	Childrens Services	115 Allensville Road	Sevierville	East TN	Leased	Gross	7,500
78008	4588109275	Correction	127 Joy Street	Sevierville	East TN	Leased	Gross	2,016
78009	4588109280	Safety	1220 Graduate Drive	Sevierville	East TN	Leased	Gross	6,500
78010	4588109285	Labor & Workforce Dev.	1216 Graduate Drive	Sevierville	East TN	Leased	Gross	4,740
79008	4588110135	Agriculture	7777 Walnut Grove Rd, Suite B3B	Memphis	West TN	Leased	Gross	400
79025	4588110020	Safety	Driver & #39;s Testing Station-Millington	Millington	West TN	Owned	Not Leased	2,500
79026	4588110025	Safety-UL	Driver & #39;s Testing Station-Summer	Memphis	West TN	Owned	Not Leased	5,800
79027	4588110030	Safety - DL	Whitehaven DL Station	Memphis	West TN	Owned	Not Leased	12,600
79028	4588110035	Safety-THP Headquarters	THP Memphis	Memphis	West TN	Owned	Not Leased	6,000
79044	4588110160	Revenue	3150 Appling Road	Bartlett	West TN	Leased	Ground	13,600
79046	4588110045	Correction	Board of Probation & Parole	Memphis	West TN	Owned	Not Leased	18,000
79047	4588110050	TBI	TBI Crime Lab Memphis	Memphis	West TN	Owned	Not Leased	18,200
79048	4588110165	Safety	6174 Macon Road	Memphis	West TN	Leased	Ground	5,666
79050	4588110170	Correction	2584 Overton Crossing	Memphis	West TN	Leased	Ground	10,500
79051	4588110175	Children's Services	1925 South Third Street	Memphis	West TN	Leased	Ground	22,000
79054A	4588110180	Children's Services	1991 Corporate Ave. Floors 1 & 5	Memphis	West TN	Leased	Gross	17,986
79054B	4588110180	Human Services	1991 Corporate Ave. Flrs. 1 & 4	Memphis	West TN	Leased	Gross	17,386
79054C	4588116165	Correction	1991 Corporate Ave	Memphis	West TN	Leased	Gross	10,100
79060	4588110185	TDEC	8383 Wolf Lake Drive	Bartlett	West TN	Leased	Ground	16,000
79061	4588110190	Correction	3973 Knight Arnold Road	Memphis	West TN	Leased	Gross	5,175
79062	4588110195	Labor & Workforce Dev.	3040 Walnut Grove Road	Memphis	West TN	Leased	Ground	10,114
79063	4588110200	Education	2175 Business Center Dr. Ste 11	Memphis	West TN	Leased	Gross	7,298
79068A	4588109330	Attorney General	One Commerce Square	Memphis	West TN	Leased	Gross	2,529
79068B	4588109330	Children & Youth	One Commerce Square	Memphis	West TN	Leased	Gross	553
79068C	4588109330	Alcoholic Bev. Comm.	One Commerce Square	Memphis	West TN	Leased	Gross	6,427
79068D	4588109330	Human Rights Commission	One Commerce Square	Memphis	West TN	Leased	Gross	1,699
79068E	4588109330	F&A, OIR (RNSC)	One Commerce Square	Memphis	West TN	Leased	Gross	3,298
79068F	4588109330	General Services, PSM	One Commerce Square	Memphis	West TN	Leased	Gross	511
79068G	4588109330	Tourist Development	One Commerce Square	Memphis	West TN	Leased	Gross	381
79068H	4588109330	Correction	One Commerce Square	Memphis	West TN	Leased	Gross	10,639
79068I	4588109330	Labor & Workforce Dev.	One Commerce Square	Memphis	West TN	Leased	Gross	9,893
79068J	4588109330	Human Services	One Commerce Square	Memphis	West TN	Leased	Gross	27,508
79068K	4588109330	Children's Services	One Commerce Square	Memphis	West TN	Leased	Gross	46,572
79073	4588116155	Safety OLI	5266 Summer Avenue	Memphis	West TN	Leased	Gross	6,040
79074	4588116130	TBI	2399 Chiswood Street	Memphis	West TN	Leased	Gross	7,900
79075	4588116140	Board of Parole	Fountain Building	Germantown	West TN	Leased	Gross	1,157
79077	4588116180		2003 Corporate Avenue	Memphis	West TN	Leased	Gross	63,444
79156	4588110215	Human Services	4800 Mendenhall Road South	Memphis	West TN	Leased	Gross	6,000
79158	4588110220	Labor & Workforce Dev.	4240 Hickory Hill Road	Memphis	West TN	Leased	Gross	14,400
80004	4588112310	Safety	106 South Main Street 2nd floor	Carthage	Ellington	Leased	Gross	980
80006A	4588112315	Human Services	105 Eatherly Landing	Carthage	Ellington	Leased	Ground	4,090
80006B	4588112315	Children's Services	105 Eatherly Landing	Carthage	Ellington	Leased	Ground	3,485
80008	4588112325	Children's Services	117 Eatherly Landing Road	Carthage	Ellington	Leased	Ground	7,000
8001A	4588112060	Children's Services	325 Bryant Lane	Woodbury	Ellington	Leased	Ground	306
8001B	4588112060	Human Services	325 Bryant Lane	Woodbury	Ellington	Leased	Ground	3,094
81001A	4588105205	Human Services	1011 Spring Street	Dover	Ellington	Leased	Ground	3,418
81001B	4588105205	Childrens Services	1011 Spring Street	Dover	Ellington	Leased	Ground	1,254
82008	4588108015	Labor & Workforce Dev	Labor & Workforce Dev - Kingsport	Kingsport	East TN	Owned	Not Leased	4,300
82016	4588108195	Safety	3769 Highway 11 West	Blountville	East TN	Leased	Ground	2,972
82017	4588108200	Correction	1329 Highway 394 Suites A&B	Blountville	East TN	Leased	Ground	5,619
82019A	4588108205	Human Services	2193 Feathers Chapel Road	Blountville	East TN	Leased	Ground	8,972
82019B	4588108205	Childrens Services	2193 Feathers Chapel Road	Blountville	East TN	Leased	Ground	10,478
82021	4588108210	Human Services	1060 Wilcox Court	Kingsport	East TN	Leased	Ground	16,600
82022	4588108215	Children's Services	707 North Eastman Road	Kingsport	East TN	Leased	Ground	13,000
8300X	4588105210	Correction	425 South Water Street	Gallatin	Ellington	Leased	Gross	4,140
83011	4588105215	Safety (DL/THP)	855 North Bluejay Way	Gallatin	Ellington	Leased	Ground	5,410
83012A	4588105220	Human Services	393 Maple Street	Gallatin	Ellington	Leased	Ground	9,632

FRF Index Code	BU Number	Agency	Property Name	City	Complex	LeasedOrOwn	Type of Lease	RSF
83012B	4588105220	Childrens Services	393 Maple Street	Gallatin	Ellington	Leased	Ground	12,591
84001	4588110230	Human Services	724 Highway 51 North	Covington	West TN	Leased	Gross	7,381
84008	4588116170	Children's Services	845 Hwy 51 N	Covington	West TN	Leased	Gross	6,286
85001	4588105225	Human Services	205 East Main Street	Hartsville	Ellington	Leased	Gross	2,745
87003	4588108230	Human Services	1403 Main Street	Maynardville	East TN	Leased	Ground	4,416
88003A	4588102180	Human Services	145 Spring Street	Spencer	East TN	Leased	Gross	2,495
88003B	4588102180	Children's Services	145 Spring Street	Spencer	East TN	Leased	Gross	340
89007A	4588112335	Human Services	1200 Belmont Drive	McMinnville	Ellington	Leased	Ground	5,712
89007B	4588112335	Childrens Services	1200 Belmont Drive	McMinnville	Ellington	Leased	Ground	8,288
89012	4588112340	Correction	107 Mullican Street	McMinnville	Ellington	Leased	Ground	2,810
89015	4588112345	Safety DL & THP	594 Verrilla Road	McMinnville	Ellington	Leased	Ground	5,500
90001A	4588108235	F&A, QIR (RNSC)	207 North Boone Street Suite 1900	Johnson City	East TN	Leased	Gross	1,100
90001B	4588108235	TB	207 North Boone Street Suite 600	Johnson City	East TN	Leased	Gross	3,943
90004	4588108020	Health - Northeast	NE Regional Health Office	Johnson City	East TN	Owned	Not Leased	26,000
90011	4588108245	Human Services	103 East Walnut Street	Johnson City	East TN	Leased	Gross	15,895
90013	4588108250	Human Services	907 Buffalo Street	Johnson City	East TN	Leased	Ground	15,974
90014	4588108025	Safety THP	THP District S Fall Branch	Fall Branch	East TN	Owned	Not Leased	2,650
90015	4588108030	Safety-DL&THP	Driver&#39;s License B&amp; THP-John Exum	Johnson City	East TN	Owned	Not Leased	1,700
90016	4588108035	Health	NE Regional Health Office - Annex	Johnson City	East TN	Owned	Not Leased	8,200
90021	4588108255	TOEC	2305 Silverdale Road	Johnson City	East TN	Leased	Ground	15,816
90022	4588108260	Revenue	204 High Point Drive	Johnson City	East TN	Leased	Ground	9,755
90026	4588108040	Labor & Workforce Dev.	Labor & Workforce Dev Johnson City	Johnson City	East TN	Owned	Not Leased	5,400
90030	4588108270	Children's Services	2555 Plymouth Road	Johnson City	East TN	Leased	Ground	24,266
90031	4588108275	Children's Services	2557 Plymouth Road	Johnson City	East TN	Leased	Ground	15,000
90032	4588108280	Safety	4717 Lake Park Drive	Johnson City	East TN	Leased	Ground	5,035
90033	4588108285	Correction	195 Freckle Court	Johnson City	East TN	Leased	Ground	9,534
90034	4588108290	Education	196 Freckle Court	Johnson City	East TN	Leased	Ground	3,200
90035	4588108305	TBI	2001 Waters Edge Drive	Johnson City	East TN	Leased	Gross	6,771
90037	4588102270	Labor & Workforce Dev.	5788 Bobby Hicks Hwy	Gray	East TN	Leased	Gross	8,125
90038	4588102285	Correction	110 KIM Dr, Suite B	Johnson City	East TN	Leased	Gross	9,674
90039	4588106050	Children's Services	20800 Main Street	Huntingdon	West TN	Leased	Ground	4,239
9011	4588106060	Human Services Call Center	157 South Main Street	McKenzie	West TN	Leased	Ground	12,402
9013	4588106000	Econ. & Community Dev.	Carroll County Career Center	Huntingdon	West TN	Owned	Not Leased	21,500
90153	4588108295	TBI	1107 Jackson Blvd, Unit 51	Jonesborough	East TN	Leased	Gross	775
91006	4588106260	Safety	530 Highway 64 East Suite 3	Waynesboro	West TN	Leased	Gross	980
91008A	4588106265	Human Services	536 Highway 64 East	Waynesboro	West TN	Leased	Gross	3,692
91008B	4588106265	Childrens Services	532 Highway 64 East	Waynesboro	West TN	Leased	Gross	3,408
92003	4588106270	Agriculture	811 Morrow Street	Dresden	West TN	Leased	Gross	213
92006	4588106275	Human Services	8616 Highway 22	Dresden	West TN	Leased	Gross	6,580
92008	4588106280	Correction	8593 Highway 22	Dresden	West TN	Leased	Gross	5,274
92011	4588106285	Children's Services	8600 Highway 22	Dresden	West TN	Leased	Gross	10,500
92012	4588116145	Safety THP	103 Hwy 431 Suite 103 B	Martin	West TN	Leased	Gross	1,100
93006A	4588112350	Children's Services	620 Roosevelt Drive Suite A&amp;B	Sparta	Ellington	Leased	Gross	8,500
93006B	4588112350	Human Services	620 Roosevelt Drive Suite C	Sparta	Ellington	Leased	Gross	5,600
94004	4588112355	Human Services	203 Beasley Drive Suite A	Franklin	Ellington	Leased	Gross	5,650
94007	4588112360	Safety DL&THP	3830 Carothers Parkway	Franklin	Ellington	Leased	Ground	5,900
94008	4588112365	Correction	426 Century Court Suite 200	Franklin	Ellington	Leased	Gross	4,268
94009	4588112370	Children's Services	1810 Columbia Ave. Suite A	Franklin	Ellington	Leased	Gross	10,076
95007	4588112375	Children's Services	217 East High Street	Lebanon	Ellington	Leased	Ground	13,250
95009	4588112380	Correction	1432 West Main Street	Lebanon	Ellington	Leased	Gross	4,308
95010	4588112385	Safety DL & THP	204 Maddox Simpson	Lebanon	Ellington	Leased	Ground	7,318
95011	4588112390	Human Services	155 Legends Drive Suite H	Lebanon	Ellington	Leased	Ground	6,515
TBD	4588114005	G5, (FRF) Parking	Parking Lot 25 - Garage	Nashville	TN Tower	Owned	Not Leased	1

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES AND  
EYE IN THE SKY LLC  
EDISON CONTRACT ID 61281

This Memorandum of Understanding (this "MOU") is made and entered into by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State," and Eye in the Sky, LLC hereinafter referred to as the "Contractor."

- 1) The Contractor shall provide commonly used parts and materials at the pricing detailed in Attachment A.
- 2) The Contractor shall provide additional items not specifically listed in Attachment A at the rate of 15% above standard dealer cost.
- 3) The Contractor shall provide items specific to installations such as j-hooks, beam clamps etc. at a 15% markup rate and provide receipts with invoice.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF,

EYE IN THE SKY, LLC.:

 2/12/19

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SIGNATURE DATE

Henry Tuohy - Partner

---

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

 2/12/2019

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CHRISTI BRANSCOM, COMMISSIONER DATE

Digitally signed by Thomas W. Chester  
 DN: cn=Thomas W. Chester, o,  
 ou=Department of General Services,  
 email=thomas.w.chester@tn.gov, c=US  
 Date: 2019.02.12 14:58:39 -06'00'

QNTY	DESCRIPTION	STANDARD DEALER COST	EXTENDED	MARK-UP
1	Client License for 1 PC	\$880.00	\$1,012.00	1.15
1	License Add (Up to 20 CR)	\$495.00	\$569.25	1.15
1	License Add (Up to 40 CR)	\$946.00	\$1,087.90	1.15
1	Mobile Phone App for 5 devices	\$500.00	\$575.00	1.15
1	Integration	\$2,600.00	\$2,990.00	1.15
1	Workstation License	\$1,787.50	\$2,055.63	1.15
1	Admin License	\$357.50	\$411.13	1.15
1	)	\$987.00	\$1,135.05	1.15
1		\$447.00	\$514.05	1.15
1		\$567.00	\$652.05	1.15
1		\$567.00	\$652.05	1.15
1	Photo Badging Station. Camera included.	\$2,895.00	\$3,329.25	1.15
1	Card Printer. Single sided only.	\$1,791.44	\$2,060.16	1.15
1	12/24v Power Supply (8 doors)	\$450.45	\$518.02	1.15
1	12/24v Power Supply (16 doors)	\$650.65	\$748.25	1.15
1	7Ah Battery	\$11.00	\$12.65	1.15
1	Card Reader	\$156.39	\$179.85	1.15
1	Card Reader / Keypad	\$268.87	\$309.20	1.15
1	Device License	\$126.75	\$145.76	1.15
1	1-year Care Plus	\$23.25	\$26.74	1.15
1		\$424.15	\$487.77	1.15
1		\$594.15	\$683.27	1.15
1		\$764.15	\$878.77	1.15
1	Wall Mount with Cap Adapter	\$91.80	\$105.57	1.15
1		\$203.49	\$234.01	1.15
1	outdoor 4 sensor.	\$1,887.00	\$2,170.05	1.15
1	outdoor 4 sensor	\$1,249.50	\$1,436.93	1.15
1	with lenses	\$647.70	\$744.86	1.15
1	Wall Mount with Cap Adapter	\$78.54	\$90.32	1.15
1	24TB plus freight	\$6,585.00	\$7,572.75	1.15
1	24 port Managed Switch plus freight	\$610.00	\$701.50	1.15
1	Commscope Uniprise Plenum Cat6 (Green)	\$222.12	\$255.44	1.15
1	Commscope 24 port Cat6 patch panel	\$128.62	\$147.91	1.15
1	75ft. Roll of velcro	\$78.32	\$90.07	1.15
1	100pk RJ45-EZ	\$57.00	\$65.55	1.15
1	Cat6 patch cable	\$6.44	\$7.41	1.15
1	APC 3140 Full Size Server Cabinet	\$2,370.36	\$2,725.91	1.15
1	APC Half Height Cabinet	\$1,179.88	\$1,356.86	1.15
1	APC SC450 UPS RM	\$220.00	\$253.00	1.15
1	APC750 UPS RM	\$546.00	\$627.90	1.15
1	Misc. per end device	\$2.00	\$2.30	1.15

cy19-13312

## FRC Attachment D

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

<b>APPROVED</b>	
<b>Kevin C. Bartels for Michael F. Perry</b>	Digitally signed by Kevin C. Bartels for Michael F. Perry DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US Date: 2019.04.24 10:34:51 -05'00'
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>

<b>Agency request tracking #</b>	<b>32101-41819</b>	
<b>1. Procuring Agency</b>	<b>Department of General Services</b>	
<b>2. Contractor</b>	<b>Eye in the Sky LLC</b>	
<b>3. Edison contract ID #</b>	<b>108349</b>	
<b>4. Proposed amendment #</b>	<b>1</b>	
<b>5. Contract's Original Effective Date</b>	<b>1/82019</b>	
<b>6. Current end date</b>	<b>1/7/2022</b>	
<b>7. Proposed end date</b>	<b>1/7/2022</b>	
<b>8. Current Maximum Liability or Estimated Liability</b>	<b>\$ 563,400</b>	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	<b>\$ 3,163,400</b>	
<b>10. Strategic Technology Solutions Pre-Approval Endorsement Request</b> <i>– information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> <b>Not Applicable</b> <input type="checkbox"/> <b>Attached</b>	
<b>11. eHealth Pre-Approval Endorsement Request</b> <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> <b>Not Applicable</b> <input type="checkbox"/> <b>Attached</b>	
<b>12. Human Resources Pre-Approval Endorsement Request</b> <i>– state employee training service</i>	<input checked="" type="checkbox"/> <b>Not Applicable</b> <input type="checkbox"/> <b>Attached</b>	
<b>13. Explain why the proposed amendment is needed</b>		
<p><b>Additional money is needed on this contract because future building projects were not anticipated to be included in the original budget estimate. Also, the budget for parts was not included in this contract because of the way CPO ITBs are received. There is no way for vendors to bid on a parts line during an ITB, as parts vary in need and cost.</b></p> <p><b>The contract scope shall remain the same but the budget shall increase.</b></p>		
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b>		

<b>Agency request tracking #</b>	<b>32101-41819</b>
<b>N/A</b>	
<b>Signature of Agency head or authorized designee, title of signatory, and date</b> (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)   Digitally signed by Thomas W. Chester DN: cn=Thomas W. Chester, o, ou=Department of General Services, email=thomas.w.chester@tn.gov, c=US Date: 2019.04.22 16:00:47 -05'00'	



**CONTRACT AMENDMENT COVER SHEET**

<b>Agency Tracking #</b> 32101-42319	<b>Edison ID</b> 61281	<b>Contract #</b> 61281	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Eye in the Sky, LLC			<b>Edison Vendor ID</b> 108349		
<b>Amendment Purpose &amp; Effect(s)</b> Increase to maximum liability. No change in scope of service.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 1/7/2022			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 2,600,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	\$87,872.22				\$87,872.22
2020	\$615,105.56				\$615,105.56
2021	\$615,105.56				\$615,105.56
2022	\$615,105.56				\$615,105.56
2023	\$615,105.56				\$615,105.56
2024	\$615,105.56				\$615,105.56
<b>TOTAL:</b>	<b>\$3,163,400.00</b>				<b>\$3,163,400.00</b>
<b>Budget Officer Confirmation:</b> 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.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT ONE  
OF CONTRACT 61281**

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

1. Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three million one hundred sixty-three thousand four hundred dollars (\$3,163,400.00) ("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.

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

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

**IN WITNESS WHEREOF,**

**EYE IN THE SKY LLC.:**

---

**SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF GENERAL SERVICES:**

---

**CHRISTI BRANSCOM, COMMISSIONER**

**DATE**