STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00268
AMENDMENT # 4
Physical Examinations

DATE: June 19, 2015

RFP # 34901-00268 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	May 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 15, 2015
5. State Response to Written "Questions & Comments"		May 29, 2015
6. Response Deadline	2:00 p.m.	June 8, 2015
7. State Completion of Technical Response Evaluations		June 26, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 29, 2015
9. Negotiations (Optional)	4:30 p.m.	June 30, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 1, 2015
11. End of Open File Period		July 8, 2015
12. State sends contract to Contractor for signature		July 9, 2015
13. Contractor Signature Deadline	2:00 p.m.	July 15, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00268
AMENDMENT # 3
Physical Examinations

DATE: June 10, 2015

RFP # 34901-00268 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	May 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 15, 2015
5. State Response to Written "Questions & Comments"		May 29, 2015
6. Response Deadline	2:00 p.m.	June 8, 2015
7. State Completion of Technical Response Evaluations		June 19, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 22, 2015
9. Negotiations (Optional)	4:30 p.m.	June 23, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 24, 2015
11. End of Open File Period		July 1, 2015
12. State sends contract to Contractor for signature		July 2, 2015
13. Contractor Signature Deadline	2:00 p.m.	July 8, 2015

2. **Delete RFP section B in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

B. TERM OF CONTRACT:

This Contract shall be effective on (Insert Date) ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

3. **Delete RFP Section C.3.b in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**
The Contractor shall be compensated based upon the following payment methodology:

SERVICE DESCRIPTION	**AMOUNT** (per compensable increment				
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**
Physical Examination – Commercial Driver License Examiners. Scope of Services A.4 through A.9 & Attachment #1	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Examination – Communications Dispatchers 1, 2 & Supervisor. Scope of Services A.4 through A.8 & Attachment #2	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Review – Fitness for Duty Assessment. Scope of Services A.15 & A.16 & Attachment #6	/ review	/ review	/ review	/ review	/ review
Physical Review – Driver Improvement Scope of Services A.20 & Attachment #7	/ review	/ review	/ review	/ review	/ review
Random non-DOT Five-Panel Drug Screen. Per screen. Scope of Services A.11 & Attachment #8	/ screen	/ screen	/ screen	/ screen	/ screen
Seven-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Nine-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Ten-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Twelve-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen

SERVICE DESCRIPTION	AMOUNT (per compensable increment				
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.13 & Attachment #9	/ screen	/ screen	/ screen	/ screen	/ screen
Physical Examination Specialized Training Seminar Scope of Services A.18.	/ exam	/ exam	/ exam	/ exam	/ exam
Periodic Documentary Review of Medical Records. Scope of Services A.20	/ review	/ review	/ review	/ review	/ review
Write/Establish Physical Demands Analysis. Scope of Services A.21.	/ hour	/ hour	/ hour	/ hour	/ hour
Consultation with Department of Safety for Medical Related Inquiries Scope of Services A.22.	/ hour	/ hour	/ hour	/ hour	/ hour
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	/ person	/ person	/ person	/ person	/ person

4. Delete RFP Attachment 6.3. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted)**:**

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Physical Examination – Commercial Driver License Examiners Scope of Services A.4 through A.9 & Attachment #1	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**		20	
Physical Examination – Communications Dispatchers 1, 2 & Supervisor Scope of Services A.4 through A.8 & Attachment #2	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**		80	
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**	**$ / exam**		120	
Physical Review – Fitness for Duty Assessment. Scope of Services A.15 & A.16 & Attachment #6	**$ / review**	**$ / review**	**$ / review**	**$ / review**	**$ / review**		100	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year One	Year Two	Year Three	Year Four	Year Five	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Physical Review – Driver Improvement. Scope of Services A.20 & Attachment #7	$ / review	$ / review	$ / review	$ / review	$ / review		200	
Random non-DOT Five-Panel Drug Screen. Scope of Services A.11 & Attachment #8	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		120	
Seven-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Nine-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Ten-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Twelve-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.13 & Attachment #9	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		20	
Physical Examination – Specialized Training Seminar Scope of Services A.18.	$ / exam	$ / exam	$ / exam	$ / exam	$ / exam		15	
Periodic Documentary Review of Medical Records. Scope of Services A.20.	$ / review	$ / review	$ / review	$ / review	$ / review		50	
Write/Establish Physical Demands Analysis. Scope of Services A.21.	$ / hour	$ / hour	$ / hour	$ / hour	$ / hour		80	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year One	Year Two	Year Three	Year Four	Year Five	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Consultation with Department of Safety for Medical Related Inquiries. Scope of Services A.22.	$ / hour	$ / hour	$ / hour	$ / hour	$ / hour		50	
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	$ / person	$ / person	$ / person	$ / person	$ / person		220	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / evaluation cost amount being evaluated						**x 30 (maximum possible score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00268
AMENDMENT # 2
Physical Examinations

DATE: May 29, 2015

RFP # 34901-00268 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	May 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 15, 2015
5. State Response to Written "Questions & Comments"		May 29, 2015
6. Response Deadline	2:00 p.m.	June 8, 2015
7. State Completion of Technical Response Evaluations		June 12, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 15, 2015
9. Negotiations (Optional)	4:30 p.m.	June 16, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 17, 2015
11. End of Open File Period		June 24, 2015
12. State sends contract to Contractor for signature		June 25, 2015
13. Contractor Signature Deadline	2:00 p.m.	July 1, 2015

2. **State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 Do you want one repetition or multiple repetitions per lift, push/pull, carry etc. The Trooper must be able to walk up to 8 hrs./day, do you want an aerobic component? i.e. treadmill test? What heights are required for the lifts?	As per the RFP, a Trooper must lift a minimum of 50 lbs. The contracting medical provider must perform testing that would allow for him/her to determine the candidate meets a Trooper's qualifications for the job. Previous contractors have required candidates to carry a 50 lb box for 50 feet. Additionally, a candidate must be able to step up on to a 30 inch step/platform using one handrail so as to simulate the max height a vehicle is allowed by law. A treadmill test is required with a minimum of 10 mets (RFP Medical Examiner Instructions, Treadmill Stress Testing).
2 In your experience, how often have you all had to conduct the following tests in the past year? a. Tympanometry and b. Bone conduction test	All pre-employment test requirments include both of these audiological evaluations. As per the RFP, we estimate 20 CDL Examiner, 80 Dispatcher & 120 Commissioned tests per year.

3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00268
AMENDMENT # 1
Physical Examinations

DATE: May 22, 2015

RFP # 34901-00268 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	May 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 15, 2015
5. State Response to Written "Questions & Comments"		May 29, 2015
6. Response Deadline	2:00 p.m.	June 8, 2015
7. State Completion of Technical Response Evaluations		June 12, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 15, 2015
9. Negotiations (Optional)	4:30 p.m.	June 16, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 17, 2015
11. End of Open File Period		June 24, 2015
12. State sends contract to Contractor for signature		June 25, 2015
13. Contractor Signature Deadline	2:00 p.m.	July 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY

REQUEST FOR PROPOSALS FOR EMPLOYEE/APPLICANT PHYSICAL EXAMINATIONS AND TESTING

RFP # 34901-00268

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

6.1. Response Statement of Certifications & Assurances
6.2. Technical Response & Evaluation Guide
6.3. Cost Proposal & Scoring Guide
6.4. Reference Questionnaire
6.5. Score Summary Matrix
6.6. *Pro Forma* Contract

EXHIBIT A General Order #220 – Employee Alcohol and Drug Testing

EXHIBIT B General Order #221 – Alcohol and Drug Free Workplace

Attachment # 1 Physical Examination - Commercial Drivers License Examiners

Attachment # 2 Physical Examination - Communications Dispatchers 1, 2 and Supervisor

Attachment # 3 Physical Examination – Commissioned (Trooper, Capitol

Police and Special Agent)

Attachment # 4 Physical Review - P.O.S.T. Confirmation

Attachment # 5 Physical Review - 30-Day Notification

Attachment # 6 Physical Review - Fitness For Duty Assessment

Attachment # 7 Physical Review - Driver Improvement

Attachment # 8 Random Drug Screenings

Attachment # 9 Suspicious Drug & Alcohol Screenings

Attachment #10 Attestation Re Personnel Used In Contract Performance

Attachment #11 Authorized Individuals

1. INTRODUCTION

The State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

The State intends to secure a contract for providing employee/applicant physical examinations and testing for employees/applicants of the Tennessee Department of Safety and Homeland Security to determine whether an applicant or an existing employee is physically fit to perform the essential job functions of their classification.

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 34901-00268

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

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

Daniel Leeson
Tennessee Department of Safety and Homeland Security

Tennessee Tower, 3rd Floor
312 Rosa Parks Ave.
Nashville, TN 37243
Telephone # 615.253.4009
FAX # 615.741.0684
Daniel.Leeson@tn.gov

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

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Shannon Hall
Tennessee Department of Safety and Homeland Security
1158 Foster Avenue
Nashville, TN 37243
(615) 251-5170
Shannon.Hall@tn.gov

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

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

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

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Notice of Intent to Respond

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

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

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

1.8. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 1, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 7, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	May 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 15, 2015
5. State Response to Written "Questions & Comments"		May 22, 2015
6. Response Deadline	2:00 p.m.	June 1, 2015
7. State Completion of Technical Response Evaluations		June 5, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 8, 2015
9. Negotiations (optional)	4:30 p.m.	June 9, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 10, 2015
11. End of Open File Period		June 17, 2015
12. State sends contract to Contractor for signature		June 18, 2015
13. Contractor Signature Deadline	2:00 p.m.	June 24, 2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

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

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 34901-00268 TECHNICAL RESPONSE ORIGINAL"

and six (6) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34901-00268 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 34901-00268 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34901-00268 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

"DO NOT OPEN… RFP # 34901-00268 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34901-00268 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP # 34901-00268 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

Daniel Leeson
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 3rd Floor
312 Rosa Parks Ave.
Nashville, TN 37243
Telephone # 615.253.4009
FAX # 615.741.0684
Daniel.Leeson@tn.gov

3.3. Response & Respondent Prohibitions

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

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

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

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

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

4.7. Professional Licensure and Department of Revenue Registration

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

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

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

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

4.9. Contract Approval and Contract Payments

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

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

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

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**30**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

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

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

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

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

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

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

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

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

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 34901-00268 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 30)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**20**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**20**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**20**	
	C.4.	Provide a narrative that illustrates the manner in which the Proposer will provide and perform the required services in the Davidson County, Tennessee, or adjoining County.		**40**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 40** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year One	Year Two	Year Three	Year Four	Year Five	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Physical Examination – Commercial Driver License Examiners Scope of Services A.4 through A.9 & Attachment #1	$ / exam	$ / exam	$ / exam	$ / exam	$ / exam		20	
Physical Examination – Communications Dispatchers 1, 2 & Supervisor Scope of Services A.4 through A.8 & Attachment #2	$ / exam	$ / exam	$ / exam	$ / exam	$ / exam		80	
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	$ / exam	$ / exam	$ / exam	$ / exam	$ / exam		120	
Physical Review – Fitness for Duty Assessment. Scope of Services A.15 & A.16 & Attachment #6	$ / review	$ / review	$ / review	$ / review	$ / review		100	
Physical Review – Driver Improvement. Scope of Services A.20 & Attachment #7	$ / review	$ / review	$ / review	$ / review	$ / review		200	
Random non-DOT Five-Panel Drug Screen. Scope of Services A.11 & Attachment #8	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		120	
Seven-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Nine-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Ten-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Twelve-Panel Drug Screen. Scope of Services A.25.	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		10	
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.13 & Attachment #9	$ / screen	$ / screen	$ / screen	$ / screen	$ / screen		20	
Physical Examination –Specialized Training Seminar Scope of Services A.18.	$ / exam	$ / exam	$ / exam	$ / exam	$ / exam		15	
Periodic Documentary Review of Medical Records. Scope of Services A.20.	$ / review	$ / review	$ / review	$ / review	$ / review		50	
Write/Establish Physical Demands Analysis. Scope of Services A.21.	$ / hour	$ / hour	$ / hour	$ / hour	$ / hour		80	
Consultation with Department of Safety for Medical Related Inquiries. Scope of Services A.22.	$ / hour	$ / hour	$ / hour	$ / hour	$ / hour		50	
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	$ / person	$ / person	$ / person	$ / person	$ / person		220	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**						**x 30 (maximum possible score)**	**= SCORE:**	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

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

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

RFP # 34901-00268 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 34901-00268 REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

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

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

RFP # 34901-00268 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

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

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 40)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34901-00268 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of medical services for State applicants and employees including physical examinations, physical reviews, drug and alcohol screenings, specialized training seminars examinations, review of medical records, establishing physical demands analysis, consultation with State for medical related inquiries, and hepatitis vaccinations, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

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

A.2. The Contractor shall be a Doctor of Medicine (M.D.) and shall possess an active and valid medical license in Tennessee.

A.3. Services including physical examinations, physical reviews, specialized training seminars examinations, review of medical records, establishing physical demands analysis, consultation with State for medical related inquiries, and hepatitis vaccinations shall be made available in Davidson County, Tennessee, or an contiguous county to Davidson. Drug and alcohol testing shall be available in locations as specified in A.14. of this Contract.

A.4. All work as required in Attachment 1 through Attachment 7 shall be performed, completed and managed at the Contractor's site, except hepatitis vaccinations as requested by the State. The State shall NOT provide work space for the Contractor; with the exception of the Contractor performing hepatitis vaccinations at the State's Training Center located at 283 Stewart's Ferry Pike, Nashville, TN. All services described in Attachment 1 through Attachment 7 shall be performed by the Contractor and shall not be subcontracted. Services in Attachment 8 may be subcontracted.

A.5. Procedures regarding appointment notification for applicants/employees shall be established by the State.

A.6. The Contractor shall review the individual's Medical History Form and by signing the document certify that based on the information recorded the individual is capable of meeting physical fitness requirements.

A.7. The Medical Examination Form Instructions shall be followed as a guideline by the Contractor to determine whether an applicant is/is not able to meet the minimum job requirements.

A.8. The Contractor shall perform the tests necessary to qualify/disqualify an applicant based on the categories listed on the Physical Examination Form, including the hearing standards requirements (Attachment 1 through Attachment 3). Furthermore, any additional lab work, x-rays, or other pertinent tests suggested by the Contractor to the individual and agreed to be performed by the individual, shall be an expense borne by the individual and not by the State. The State shall not be financially responsible for additional work not contemplated by this Contract.

A.9. The Physical Demands Analysis Form, relating to the appropriate job classification the applicant is applying for shall be completed in its entirety by the Contractor. The applicant shall be tested to determine if he/she is able to meet the minimum physical requirements of that particular job classification.

A.10. In the case of a commissioned employee, such certification shall be documented on the appropriate Peace Officer Standards and Training Commission Application for Certification-Law Enforcement Officer Form (Attachment 4).

A.11. The Contractor shall perform a five-panel non-Department of Transportation (non-DOT) drug screening (Attachment 8) on State's employees as directed by the Department's appointing authority and in compliance with the State's General Order No. 220 (Exhibit A and Attachments 8 and 9). A second drug screening would be conducted if the initial test results were positive. These results should be reported to the State's Human Resources Director (see Attachment 11) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens).

A.12. The Contractor shall perform a nine-panel drug screen on all (pre-employment) applicants as requested on the Physical Examination and outlined within the Medical Examination Form Instructions (Attachment 1 through Attachment 3). This drug screen should follow within the policy and guidelines of the State's General Order No. 220 (Exhibit A).

A.13. The Contractor shall perform a non-Department of Transportation (non-DOT) breath alcohol test on State's employees as directed by the State's appointing authority and in compliance with the State's General Order No. 221 (Exhibit B and Attachment 9). These results should be reported to the State's Human Resources Director (see Attachment 11), IN WRITING, within twenty-four (24) hours.

A.14. The Contractor shall be responsible for providing drug and alcohol testing services. Drug and alcohol screening facilities shall be available in each of the following eight (8) counties: Davidson, Hamilton, Knox, Lawrence, Madison, Putnam, Shelby, and Sullivan. These services may be subcontracted.

A.15. The Contractor shall perform consultative examinations, via review of medical documents, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6) to determine that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. The written report shall certify whether an employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the Contractor as deemed necessary, shall have written approval by the authorized Individuals (see Attachment 11) and shall be at the expense of the individual, not the State.

A.16. The Contractor shall perform examinations, with written report (i.e.: fitness-for-duty or second opinion) (Attachment 6), on employees who need an exam due to work related reasons or employees who are returning from extended leave, including Family Medical Leave Act (FMLA), Workers Compensation claim, sick leave, compensatory leave, annual leave, administrative leave, light-duty status, and fitness for duty status. Employees will be asked to submit to an exam, performed by the Contractor, to determine that sick leave is not being abused and/or that the employee can be released to perform their full essential job duties. The review shall only pertain to the medical reason the employee has been on sick leave. The written report shall

certify whether an employee is physically capable of performing their essential job functions. Furthermore, any additional lab work, x-rays, or other pertinent tests to be ordered by the physician as deemed necessary, must have written approval by the Authorized Individuals (see Attachment 11) and will be at the expense of the individual, not the State.

A.17. If an applicant/employee does not meet minimum standards of performing their essential job functions (as outlined in Sections A.8, A.15 and A.16) and such reason is correctable within thirty (30) days, the Thirty (30) Day Notification of Immediate Action Required Form (Attachment 5) shall be completed by the Contractor. The applicant/employee is required to return to the Contractor's location for re-evaluation within thirty (30) days from the date of the original exam so that a determination relative to meeting the minimum standards can be decided. This review of the individual's own physician report shall be included as part of the service required in Section A.8, A.15 and A.16.

A.18. State employees are required periodically to submit to various levels of physical examinations before attending specialized training seminars. These employees shall be subject to the specialized training seminar examination performed by the Contractor. The examinations shall be equivalent to the Commissioned physical examination in Attachment 3.

A.19. The results of the physical examination shall be delivered to the State's Human Resources Office, by U.S. mail, within ten (10) working days after the physical examination is given. If an applicant is deemed "not recommended for hire", the results shall be corresponded by telephone to the Authorized Individuals within two (2) working days after the physical examination is given and followed by mailing the results within ten (10) working days.

A.20. The Contractor shall be responsible for providing a medical review board for the State for the purpose of periodic documentary review of medical records as mandated by Tennessee Code Annotated. Such documents, including physician statements, shall be sent from the State to the Contractor and are to be returned to the State with a written recommendation on the form provided, following evaluation. This service includes, but is not limited to, review of requests from the public for reinstatement of driving privileges suspended due to disabling medical conditions (Attachment 7).

A.21. The Contractor shall write and/or establish new physical demands analysis upon written request of the State.

A.22. Upon written request by the State, the Contractor shall provide consultation to the State regarding medical related inquiries pertaining to any of the outlined examinations performed, or expected to be performed.

A.23. Contractor shall not be paid for appointment cancellations, failure to keep appointments, failure to arrive for appointments at the scheduled time and any other situation where a service is not actually provided.

A.24. The Contractor shall be able to perform the following estimated number of evaluations during the Contract period:

Physical Examination – Commercial Driver License Examiners	20
Physical Examination – Communications Dispatchers 1, 2 & Supervisor	80
Physical Examination – Commissioned	160
Physical Review – Fitness for Duty Assessment	100
Physical Review – Driver Improvement	200

Random non-DOT Five-Panel Drug Screen	120
Suspicious Drug & Alcohol Screens	20
Physical Examination –Specialized Training Seminar	15
Periodic Documentary Review of Medical Records	50
Write/Establish Physical Demands Analysis	80
Consultation with Department of Safety for Medical Related Inquiries	50
Hepatitis Vaccinations Administered at Department of Safety Training Center	275

A.25. At the request of the State, the Contractor shall be able to perform a 7-Panel, 9-Panel, 10 - Panel or 12 - Panel Drug Screening. A second drug screening shall be conducted if the initial test results are positive. These results should be reported to the State's Human Resources Director (see Attachment 11) IN WRITING, within seventy-two (72) hours, OR, if needed, within twenty-four (24) hours for emergency situations. This should, in no part, impede the legalities of the Medical Review Officer (MRO) who is held accountable (according to MRO reporting guidelines pertaining to DOT drug screens). The MRO has ten (10) days from notification to report a non-contact positive drug-test result.

A.26. Direct Secure Messaging

a. If reports, spreadsheets, or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use DIRECT Secure Messaging using a DIRECT accredited Health Information Service Provider to transport those documents to the Procuring State Agency staff.

b. If the Contractor subcontracts services to external providers or other third party medical services and PHI is transported from these Subcontractors to the Contractor or PHI is transported from these external drug testing confirmation service providers to the Procuring State Agency, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).

A.27. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.28. 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 (Insert Date) ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

SERVICE DESCRIPTION	**AMOUNT** (per compensable increment				
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**
Physical Examination – Commercial Driver License Examiners. Scope of Services A.4 through A.9 & Attachment #1	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Examination – Communications Dispatchers 1, 2 & Supervisor. Scope of Services A.4 through A.8 & Attachment #2	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Examination – Commissioned. Scope of Services A.4 through A.9 & Attachment #3	/ exam	/ exam	/ exam	/ exam	/ exam
Physical Review – Fitness for Duty Assessment.	/ review	/ review	/ review	/ review	/ review

SERVICE DESCRIPTION	AMOUNT (per compensable increment				
	Year One	Year Two	Year Three	Year Four	Year Five
Scope of Services A.15 & A.16 & Attachment #6					
Physical Review – Driver Improvement Scope of Services A.20 & Attachment #7	/ review	/ review	/ review	/ review	/ review
Random non-DOT Five-Panel Drug Screen. Per screen. Scope of Services A.11 & Attachment #8	/ screen	/ screen	/ screen	/ screen	/ screen
Seven-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Nine-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Ten-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Twelve-Panel Drug Screen. Per screen. Scope of Services A.25.	/ screen	/ screen	/ screen	/ screen	/ screen
Suspicious Drug & Alcohol Screens. Per Screen. Scope of Services A.11 & A.13 & Attachment #9	/ screen	/ screen	/ screen	/ screen	/ screen
Physical Examination Specialized Training Seminar Scope of Services A.18.	/ exam	/ exam	/ exam	/ exam	/ exam
Periodic Documentary Review of Medical Records. Scope of Services A.20	/ review	/ review	/ review	/ review	/ review
Write/Establish Physical Demands Analysis. Scope of Services A.21.	/ hour	/ hour	/ hour	/ hour	/ hour
Consultation with Department of Safety for Medical Related Inquiries Scope of Services A.22.	/ hour	/ hour	/ hour	/ hour	/ hour
Hepatitis Vaccinations Administered at Department of Safety Training Center. Scope of Services A.4.	/ person	/ person	/ person	/ person	/ person

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

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:

Tennessee Department of Safety and Homeland Security
Human Resources Division
1150 Foster Avenue
Nashville, TN 37243-1000

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: TDOSHS Human Resources Division
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

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

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

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

D. MANDATORY TERMS AND CONDITIONS:

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

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

The State:

Ms. Kelly Knight
1150 Foster Avenue,
Nashville, TN 37243-1000
Kelly.Knight@tn.gov
Phone: (615) 251-5209
Fax: (615) 401-6796

The Contractor:

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

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

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

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show

proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 10, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Errors and Omission Coverage with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.6. 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.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.8. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to **34901-00268** (Attachment B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.9. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.10. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual

letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

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

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Bill Gibbons, Commissioner	**DATE**

Exhibit A

GENERAL ORDER

Number:	**220**
Page:	**1 of 7**
Subject:	**Employee Alcohol and Drug Testing**
Date:	**24 October 2008**
Distribution:	**All DOS Employees**

I. PURPOSE:

To establish policy and procedures concerning the above captioned subject for employees of and applicants to specific positions in the Department of Safety.

II. POLICY:

It shall be the policy of the Tennessee Department of Safety to provide its employees with a safe work place free from the effects of drugs and alcohol. The Department has a compelling interest in ensuring that the duties of its employees are performed free of any risk of impairment by the use of alcohol or controlled substances. The safety and well being of the citizens who impose their trust in this Department demands it. In order to provide for the protection of the public and the well-being of its employees, the Department shall have the right and authority to require employees to submit to substance abuse testing.

III. DEFINITIONS:

A. Controlled Substance: Any drug as defined in 21 U.S.C. 802(6) Controlled Substance Act and the Anabolic Steroids Act of 1990 and 2004, any other federal regulations, and TCA 39, Chapter 17, Part 4 which has been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. This would include prescribed drugs used illegally.

B. Random Testing: The unannounced drug testing in which every individual has an equal chance of being selected for testing.

C. Drug Test: The compulsory production and submission of specimens by an employee in accordance with Department procedures, for analysis to detect prohibited drug or alcohol usage. For the purpose of this Order "drug test" can be used interchangeably with "substance abuse test."

D. Automatic Testing: Mandatory testing upon the occurrence of certain events disclosed in this Order.

E. Illegal Drug: Any drug for which possession and/or use is prohibited by law.

***This Order Supersedes General Order(s): 220, 30 December 1995, 220-1, 15 August 2001.**
C.A.L.E.A. Standard(s) 52.2.7

F. Illegal Drug Use: As used herein, illegal use of drugs shall include the illicit use, procurement, possession, distribution, or delivery of narcotics or controlled substances.

G. Substance Abuse: The use of any illegal substance, of a legal substance in excess of the recommended dosage, of the legal substance prescribed for another person, or of alcohol to the point of impairment. This shall also include the use of prescription drugs outside of their intended use or inconsistent with the purpose and direction under which they were originally prescribed.

H. Reasonable Suspicion: Drug testing based on a belief that an employee is using or has used drugs in violation of Department General Orders. Reasonable suspicion must be based on articulable facts and circumstances. These facts and circumstances must include, but are not limited to, credible reports from others, observations, appearance, behavior, action(s), conduct and/or speech, odors. For the purpose of this Order, it is a suspicion of illegal drug use, or the impermissible use of alcohol, based on reasons that can be articulated or explained.

I. Medical Review Officer (MRO): A licensed doctor of medicine with knowledge of drug testing and drug abuse disorders.

J. Medical Provider: The contractual medical group responsible for conducting the Department's physical and laboratory examinations.

K. Human Resources Office: For purposes of this policy shall mean the Department of Safety's Human Resources Office.

IV. APPLICABLE PERSONS:

A. This policy shall encompass individuals which fall under the following categories:

1. Applicants applying for a commissioned position;

2. Applicants applying for a dispatcher position;

3. Applicants applying for a driver license examiner position;

4. Applicants applying for a position which involves a high degree of competency or other safety-sensitive positions as determined by the Commissioner;

5. Commissioned members, dispatchers and driver license examiners of the Department of Safety:

a. Reasonable suspicion drug testing -- as previously defined.

b. Random testing -- as previously defined. This type of testing will occur periodically and testing times will be unannounced.

c. Automatic testing -- members will be tested when the use of deadly force is exercised by the discharge of a firearm(s) or any other incident in which a fatality or serious bodily injury occurs as a result of the member's actions.

6. Any employee that the Commissioner, through evidence presented, has reasonable suspicion to believe has been using and/or abusing controlled substances.

a. Such reasonable suspicion must be evidenced by written statement(s) and forwarded through the chain of command in accordance with General Order 216-1, "Ethics, Compliments, Complaints and Disciplinary Regulations." In the event of exigent circumstances, information may be orally communicated; however, written documentation must be submitted as soon as practicable thereafter.

b. Written statement(s) will include, at a minimum, locations, times, witnesses, sequence of events, and behavior patterns.

c. It is vitally important to disclose all information on the initial report.

B. Applicants applying for commissioned positions, dispatcher, driver license examiner or other safety-sensitive positions, as determined by the Commissioner, shall be automatically tested and such test will be given prior to employment and conducted in conjunction with all other pre-employment requirements. Testing procedures for applicants will be performed in accordance with guidelines established by the Department of Safety's medical provider.

Nothing in this Order shall be construed so as to promote the violation of any rights guaranteed by the Fourth and Fifth Amendments of the United States Constitution.

V. REFUSAL TO TEST:

A. Employee Refusal:

1. If, after being informed of the impending test, the selected employee refuses to submit to such test, the refusing employee must indicate his/her refusal by checking the appropriate box on the "Employee/Applicant Drug and/or Alcohol Pre-Test Disclosure/Refusal Form" (SF-1155). The Employee refusing the test shall be subject to the following actions:

a. Probationary Employee - The employee shall be immediately terminated, and shall not be recommended for re-hire by the Department of Safety;

b. Non-Probationary Employees - The employee shall be immediately suspended and placed on administrative leave with pay pending due process (General Order No. 212, "Suspensions"), and will be subjected to disciplinary actions up to and including dismissal. The provisions contained in General Order No. 213, "Dismissals", General Order 216-1, "Ethics, Compliments, Complaints and Disciplinary Regulations." and General Order 216-3; "Grievance Procedure" and other applicable state laws and regulations will be followed.

B. Applicant Refusal:

1. If the applicant refuses to submit to such test, the Department's medical provider will so document and note the refusal on the appropriate form supplied by and made available at the testing facility.

a. The medical provider will immediately notify the Department of Safety, Human Resources Division, and the selection process will be terminated. The applicant shall not be considered for employment from that register.

VI. IMMEDIATE REMOVAL FROM DUTY:

A. Any employee or member of the Tennessee Department of Safety who reports to duty, or at any time while on duty exhibits behavior indicative of controlled substance use or abuse as evidenced by provisions contained in TCA 50-9-103 (14), will be subject to immediate removal from their duties by a supervisor.

B. Due to the exigent nature of alcohol dissipation in a person's body, supervisors are authorized by the Commissioner to immediately remove employees or members from duty when any employee or member of the Department of Safety reports to duty or while on duty exhibits behavior indicative of alcohol use or abuse.

C. Supervisors must have developed reasonable suspicion before such action occurs.

D. Supervisors are authorized by the Commissioner to immediately remove employees or members from duty. Written approval from the Commissioner or the Commissioner's designee must be obtained as soon as possible after removing the employee or member.

E. Employees or members acting in a dangerous or otherwise threatful manner will be immediately removed from the workplace. In these instances it is not necessary to provide "minimum due process" prior to removal. Minimum due process will be provided after removal as soon as practicable. Employees or members, in this case, may be placed on leave or on immediate suspension without pay. (Authority 1120-10-.04, Department of Human Resources' Rules and Regulations.)

F. In addition to removal from duties, commissioned members will surrender their duty weapon(s), badge, commissioned Departmental identification, and vehicle to a supervisor pending the results of the investigation.

VIII. EMPLOYEE TESTING PROCEDURES:

A. Alcohol and Drug Testing:

1. When any member or employee is to be immediately tested for illegal use or abuse of alcohol, based upon reasonable suspicion, a supervisor shall ensure that the employee or member is provided with transportation to a location in close proximity where approved collection procedures are available.

   a. In cases of immediate testing, collection of specimen(s) must be witnessed by a supervisor of the Department of Safety or a member of the Office of Professional Responsibility, when applicable.

2. Automatic testing will occur when any member or employee has exercised the use of deadly force by use of a firearm, which causes an injury or death. Automatic testing for employees and members will occur at any time a fatality or serious bodily injury occurs as a result of a traffic crash involving a Departmental or state owned vehicle operated by an employee or member. Collection procedures will be consistent with guidelines established in the Evidence Policy and Procedure Manual.

3. In relation to alcohol presence, and because of the body's ability to dissipate the presence of alcohol in a relatively short period of time, alcohol testing may occur immediately following a reasonable suspicion determination. If immediate testing is required, employees or members will be tested as soon as possible and at the most convenient approved facility.

4. Employee random testing will be scheduled in advance by the Human Resources Division and the Department's medical provider.

5. Prior to taking the test, all employees shall be required to complete an Employee/Applicant Drug and/or Alcohol Pre-Test Disclosure/Refusal Form (SF-1155) on which they will list any medication being taken or any other reason for having been exposed to potentially illicit drugs in the preceding thirty (30) days.

a. The employee shall complete and sign the form and seal it in an envelope. The envelope shall immediately be sent by the employee's supervisor to the Human Resources Office.

b. If the test results are negative, the form will be destroyed by the Human Resources Office without the envelope being opened.

c. If the test results are positive, the form will be forwarded to the M.R.O. by the Human Resources Office. The form will then be utilized by the M.R.O. and by the Commissioner or the Commissioner's designee for determination of the proper course of disciplinary action.

B. Applicant Testing:

1. Applicant testing will be scheduled in advance by the Human Resources Division and the Department's medical provider.

2. The applicant shall complete and sign a form approved and made available by the medical provider at the testing facility. The form will then be retained by the medical provider.

a. If the test results are negative, no action occurs. The form remains with the applicant's medical records.

b. If the test results are positive, the form will be forwarded to the M.R.O. by the medical provider. The M.R.O. will review the results and determine if there is an acceptable reason for the positive analysis. If the M.R.O. determines that there is no acceptable reason, the Department of Safety will be immediately notified, through the medical provider, so the proper course of action can be taken. Specimen collection procedures for employees/applicants shall include the taking of a sample which will be divided into two parts, hereafter referred to as split samples.

3. After the collection, each split sample will be sealed and initialed by both the employee/applicant and the collector. Adequate safeguards will be taken to ensure the accuracy and integrity of the samples.

4. The chain of custody must be properly maintained up to and through final analysis.

C. Analysis shall begin by testing one (1) of the split samples.

1. Testing will be conducted according to The National Institute on Drug Abuse (N.I.D.A.) standards and shall be conducted by an N.I.D.A. certified laboratory.

2. If the result of the first split sample is positive the medical provider will forward all information to the M.R.O. The M.R.O. shall open and evaluate form SF1155 or any other approved form supplied by the medical provider which has been previously submitted. The tested individual may be afforded an opportunity to discuss a positive test result. If the first split sample is verified positive, or detects a controlled substance determined to be present without legitimate reason, the second split sample will immediately be sent to a separate laboratory testing facility.

3. If second split sample tests negative, the results are canceled.

VII. POSITIVE TEST RESULTS:

A. The M.R.O. shall report, through the medical provider, a verified positive test result, along with documentation, to the Department. The Commissioner or a designee shall review the information and determine the proper course of action. Action may be mitigated based on the following:

1. The employee/applicant possesses a current, valid prescription from a licensed physician for the detected substance;

2. The employee/applicant has specified on their pre-test disclosure form the substance detected;

3. The employee/applicant presents a valid reason for the positive analysis as determined by the Commissioner.

B. Should any reasons for a positive test result be unacceptable, the following actions will occur:

1. Applicants - The selection process shall be terminated, and the applicant shall not be considered for appointment from that register.

2. Probationary Employees - The probationary employee shall be terminated, and the employee shall not be recommended for re-hire by the Department of Safety.

3. Non-Probationary Employees - Employees of this group shall be suspended and subjected to disciplinary action referred to in Section V. and VI., of this Order.

Exhibit B

GENERAL ORDER

Number:	221
Page:	1 of 4
Subject:	Alcohol and Drug Free Workplace
Date:	24 October 2008
Distribution:	All DOS Employees

I. PURPOSE:

To establish policy and procedure for employees of the Tennessee Department of Safety as it relates to the Drug Free Workplace Act of 1988.

II. POLICY:

A. The Tennessee Department of Safety is committed to providing the highest quality of law enforcement and other safety services to the citizens. The Department has a compelling interest in ensuring that the duties of its employees are performed free of any risk of impairment by the use of alcohol or controlled substances. Therefore, it shall be the policy of the Department of Safety to strictly prohibit the unlawful manufacture, distribution, possession or use of a controlled substance, as defined in 21 U.S.C. 802(6) Controlled Substance Act and the Anabolic Steroids Act of 1990 and 2004, any other federal regulations, and Tennessee Code Annotated (TCA) 39, Chapter 17, Part 4, in or on state property. The Department of Safety strictly prohibits the use, distribution, or possession of steroids in or on state property unless prescribed by medical personnel duly licensed in the State of Tennessee. The Department of Safety strictly prohibits the use or possession of alcohol in or on state property.

B. To achieve these goals, the Department of Safety prohibits the following:

- Possession, distribution, dispensing, selling, purchase, manufacturing of a controlled substance, or using any illegal drug at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.

- Possessing or consuming alcoholic beverages at the workplace, in Department vehicles, or while performing any duties for or on behalf of the Department.

- Possession and use of prescription drugs that have not been prescribed for the employee, which may affect the employee's performance of duties, by medical personnel duly licensed in the State of Tennessee or duly licensed personnel within the United States, at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.

***This Order Supersedes General Order(s): 221, 30 September 2003.**
C.A.L.E.A. Standard(s): 35.1.9

- Possession, distribution or use of over-the-counter and prescription steroids, unless prescribed for a specific medical condition by medical personnel duly licensed by the State of Tennessee or duly licensed within the United States, at the workplace, in Department vehicles or while performing any duties for or on behalf of the Department.

- Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of others, the public, or Department equipment.

- It should be noted that some over-the-counter supplements can synthesize to steroids. The burden of proof that the substance taken will not synthesize to steroids will be the responsibility of the employee. The cost of any testing required to scientifically prove the substance will not synthesize to steroids will be the responsibility of the employee.

C. Any employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Department and any other factors relating to the impact and circumstances of the employee's arrest. Any employee who violates this policy is subject to corrective action up to and including termination of employment.

D. The use of some drugs is detectable for several days. The detection of such drugs or the presence of alcohol will be considered being "under the influence."

III. PROCEDURES:

A. Each employee is required by law to inform this agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute where such violation occurred in or on state property.

B. The Department of Safety must then notify any U.S. Government agency with which any grant was made within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of such conviction.

C. If an employee is convicted of violating any criminal drug statute while at the workplace, he or she will be subject to discipline up to and including termination.

   a. Alternatively, the Department may require the employee to successfully complete a drug abuse program sponsored by an approved or governmental institution.

D. As a condition of employment or continued employment on any federal government grant, the law requires all employees to abide by this policy.

IV. DEFINITIONS:

A. Controlled Substance:

For the purpose of this policy, controlled substance means a controlled substance in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Section 812) and further defined in regulation 21 CFR 1308-11-1308.15 and any other federal regulations. These are drugs that have a high potential for abuse and includes, but are not limited to, heroin, marijuana, cocaine, PCP, crack, and methamphetamines. This also includes legal drugs which have not been prescribed by a licensed physician or legal drugs which have not been prescribed by a licensed physician for use by the employee.

B. Conviction:

For the purpose of this policy, conviction means a finding of guilt including a plea of nolo contendere, or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

C. Drug Free Workplace:

A site for the performance of work done in connection with an employee's job at which employees are prohibited from engaging in unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

D. Illegal Drug:

For the purpose of this policy, illegal drug means any drug (a) not legally obtainable or (b) legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. It also includes marijuana, cocaine, heroin and derivatives of those drugs among other illegal drugs.

E. Legal Drug:

For the purpose of this policy, legal drug includes prescribed and over-the-counter drugs legally obtained and being used for the purpose they were prescribed and/or manufactured.

F. Under the Influence:

For the purpose of this policy, under the influence means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

V. EMPLOYEE ASSISTANCE PROGRAM (EAP):

While the Department does not condone the abuse of alcohol, prescription drugs, and/or illegal drugs, the Department does recognize that addiction to drugs and/or alcohol can be treated. If you or your eligible dependents recognize a personal addiction or abuse problem, the EAP is a confidential resource designed to assist in dealing with challenges and problems such as substance abuse. You or your eligible dependents can reach an EAP representative at 800-308-4934 or www.magellanhealth.com.

ACKNOWLEDGEMENT

I hereby certify that I have received a copy of the Tennessee Department of Safety's policy regarding the Drug Free Workplace. I realize that the unlawful manufacture, distribution, possession, dispensing, or use of a controlled substance is prohibited in or on state property and violation of this policy can subject me to discipline up to and including termination. I realize that as a condition of employment, I must abide by the terms of this policy and will notify the department of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. I further realize that federal law mandates that the department communicate this conviction to any federal agency funding any of my work activities, and I hereby waive any and all claims that may arise for conveying this information to the federal government.

ATTACHMENT #1

COMMERCIAL
DRIVER LICENSE EXAMINER

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Physical Demands Analysis
Hearing Standards

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN
LAST	FIRST	MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never expereinced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1 Abdominal/Pelvic Disorder					YES	NO
2 Allergies (list all including food & drugs)					YES	NO
Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?				YES	NO
3 Are you a tobacco user?	If yes, what form?	How much?	How long?		YES	NO
4 Diabetes	Taking Insulin?	If yes, what form (pump, shots, etc)?			YES	NO
5 Arthritis or Joint Problems					YES	NO
6 Ashma					YES	NO
7 Back Trouble					YES	NO
8 Cancer					YES	NO
9 Convulsions					YES	NO
10 Fainting Spells					YES	NO
11 Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)				YES	NO
12 Headaches	Indicate Frequency				YES	NO
13 Heart Attack or Disease					YES	NO
14 Hernia					YES	NO
15 High Blood Pressure					YES	NO
16 Indigestion	Indicate Frequency				YES	NO
17 Kidney Infection &/or Stones					YES	NO
18 Malaria					YES	NO

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Vericose Veins		YES	NO
25 Any neurological disorder such as epilepsy narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

Signature of Applicant	Date

Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

NAME LAST FIRST MIDDLE	SSN

DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

				RECOMMENDED	
1 BLOOD PRESSURE (SITTING)	SYS	DIAS		YES	NO
Maximum recommended: 140 systolic or 90 diastolic (persistent)					
2 PULSE (RESTING)				YES	NO
Maximum recommended: between 40 and 100 (resting)					
3 EYES					
VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
Must be 20/40 in each eye separately, and both eyes corrected or uncorrected.					
HORIZONTAL (PERIPHERAL)	RIGHT	LEFT		YES	NO
Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered					
VISUAL DISTURBANCE				YES	NO
Should not have any visual disturbance that might impair applicant's ability to function					
4 EARS					
HEARING (AUDIOMETRY)	RIGHT	LEFT		YES	NO
HEARING AID USED	☐ YES	☐ NO		YES	NO

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 hertz.

**If applicant/employee fails the above standard, refer to Hearing Standards Attachment

AUDIOMETRY WORKSHEET

FREQUENCY	LEFT EAR	RIGHT EAR
500	dB	dB
1000	dB	dB
2000	dB	dB
3000	dB	dB
4000	dB	dB
SUM	dB	dB
AVERAGE	dB	dB

(Note: 25 dB or below is considered normal hearing)

5 NOSE		YES	NO
Nose must be free of deformity internally so that breathing is unobstructed.			
6 MOUTH AND TEETH		YES	NO
Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

7 THROAT							
TONSILS						YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.							
THYROID						YES	NO
List any characteristics that may be disqualifying.							
NODES						YES	NO
Enlargement requires study to establish cause. Acceptable if benign.							
8 CHEST							
HEART						YES	NO
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to impairment.							
LUNGS						YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.							
TUBERCULIN TEST	☐ POSITIVE	☐ NEGATIVE				YES	NO
Note any evidence of pulmonary or cardiac disease or any other abnormalities.							
9 ABDOMEN						YES	NO
Examine for tenderness, masses, enlarged organs and muscle tone.							
HERNIA						YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.							
10 SKIN						YES	NO
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.							
11 SPINE						YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.							
12 EXTREMITIES	Mobility:	Amputations:	Deformities:	Edema:	Reflexes:	YES	NO
Note any amputations and/or restricted use of extremeties.							
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large vericose veins might disqualify.							
13 DRUG SCREENING	☐ POSITIVE	☐ NEGATIVE				YES	NO
Use of illicit drugs not prescribed by a physician is disqualifying.							

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMERCIAL DRIVER LICENSE EXAMINER

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?		YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.			

Medical Examiner Signature	Date

LifeSigns Personnel Signature (Witness)	Date

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

Commercial Driver License Examiner

INSTRUCTIONS TO MEDICAL EXAMINER:

A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.

B. All abnormalities of history or physical examination, whether or not considered disqualifying, shallbe recorded.

C. Each applicant shall be a minimum of 18 years of age and shall meet the following standards:

1. BLOOD PRESSURE:
   Maximum recommended: 140 systolic or 90 diastolic (persistent).

2. PULSE:
   Between 40 and 100 (resting).

3. EYES:

   VISUAL ACUITY
   20/40 in each eye separately and both eyes corrected or uncorrected.

   HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
   Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.

4. HEARING
   Ability to hear sounds of low intensity or to distinguish voice from background noise, thereby permitting response to imminently hazardous situations. Hearing ability in worst ear uncorrected, equal to or less than 40 decibels determined as an average of the following frequencies: 500 hertz, 1,000 hertz, 2,000 hertz, 3,000 hertz and 4,000 hertz.

   If applicant/employee fails the above standards, refer to Attachment 12.

5. NOSE
   Nose shall be free of deformity internally so that breathing is unobstructed.

6. MOUTH
   The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.

7. THROAT
   There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

   NECK
   Thyroid - list any characteristics that may be disqualifying.

   NODES
   Enlargement requires study to establish cause. Acceptable if benign.

8. CHEST
HEART
Rhythm, rate and sounds shall be normal or any abnormalities explained in regards to any impairment.

LUNGS
Respiration shall be unlabored and regular. The breath sounds shall be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.

9. ABDOMEN
Examine for tenderness, masses, enlarged organs, and muscle tone.

HERNIA
Actual hernia in any form shall reject. A repaired hernia with no residual disability is acceptable.

10. SKIN
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc. if it interferes with the duties of the position the applicant is applying for.

11. SPINE
Pronounced scoliosis, kyphosis, or other back disability shall be disqualifying.

12. EXTREMITIES
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpel tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.

13. DRUG SCREENING (nine-panel non-DOT drug screen)
Use of illicit drugs not prescribed by a physician is disqualifying. The improper use of prescription drugs is also disqualifying.

***Note:** **If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.**

Commercial Driver License Examiner

PHYSICAL DEMANDS ANALYSIS

Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street Address) (Apt. #) (City) (State) (Zip)

1. STANDING AND WALKING YES NO

Ability to stand and walk on concrete or tile surfaces for up to three (3) hours per day. The maximum continuous time could be one (1) hour while walking to the vehicle to administer road tests or while standing at the station.

2. SITTING YES NO

Ability to sit in vehicle for up to two (2) hours. The maximum continuous time could be 20 minutes.

3. LIFTING/CARRYING YES NO

Ability to lift boxes and various other items. The weight of these objects could weigh up to a maximum of 52 pounds and would have to be moved to a distance up to 50 feet.

4. CLIMBING YES NO

Ability to climb into light trucks. Would require being able to step from 15” to 30”.

5. STOOPING/BENDING/SQUATTING YES NO

Ability to retrieve objects that fall onto the ground or lifting objects off the floor on a daily basis.

6. REACHING YES NO

Ability to retrieve paperwork and supplies from shelves (including overhead).

7. WORK CONDITIONS YES NO
(UP TO 80% INDOORS AND/OR UP TO 20% OUTDOORS)

Ability to work in the following conditions:

Hot temperatures
Cold temperatures
Sudden changes in temperatures
Whole body vibration through seat of vehicle

8. OTHER JOB DEMANDS YES NO

Twisting
Neck flexion/extension
Cervical rotation
Driving a vehicle

9. TOOLS, EQUIPMENT, AND MATERIAL USED YES NO

Camera
Computer
Eye machine
Cash register
Laminator
Supplies
Die Cutter
Printer/Modem
Automobile

Medical Examiner _____
Signature

_____
Date

TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

Commercial Driver License Examiner

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Commercial Driver's License Examiner require hearing acuity so as to clearly understand and be able to communicate effectively with persons securing drivers licenses.

The above-specified personnel must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62

2. The hearing test will be reviewed by a licensed audiologist.

The tests to be administered in the audiological evaluation if the basic tests indicate a need for further testing shall be:

1. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.

2. Speech Reception Thresholds shall be obtained.

3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.

4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.

5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

   or an explanation of the results suggesting the condition of the ear.

6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.

The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies:

   500, 1000, 2000, 3000, and 4000 Hertz.

2. Should the Commercial Driver's License Examiner have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.

ATTACHMENT #2

COMMUNICATIONS DISPATCHER 1, 2

AND SUPERVISOR

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Hearing Standards

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME	SSN
LAST FIRST MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never expereinced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1 Abdominal/Pelvic Disorder					YES	NO
2 Allergies (list all including food & drugs)					YES	NO
Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?				YES	NO
3 Are you a tobacco user?	If yes, what form?	How much?	How long?		YES	NO
4 Diabetes	Taking Insulin?	If yes, what form (pump, shots, etc)?			YES	NO
5 Arthritis or Joint Problems					YES	NO
6 Ashma					YES	NO
7 Back Trouble					YES	NO
8 Cancer					YES	NO
9 Convulsions					YES	NO
10 Fainting Spells					YES	NO
11 Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)				YES	NO
12 Headaches	Indicate Frequency				YES	NO
13 Heart Attack or Disease					YES	NO
14 Hernia					YES	NO
15 High Blood Pressure					YES	NO
16 Indigestion	Indicate Frequency				YES	NO
17 Kidney Infection &/or Stones					YES	NO
18 Malaria					YES	NO

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Vericose Veins		YES	NO
25 Any neurological disorder such as epilepsy narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

Signature of Applicant	Date

Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

NAME			SSN
LAST	FIRST	MIDDLE	

DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

				RECOMMENDED	
1 BLOOD PRESSURE (SITTING)	SYS	DIAS		YES	NO
Maximum recommended: 140 systolic or 90 diastolic (persistent)					
2 PULSE (RESTING)				YES	NO
Maximum recommended: between 40 and 100 (resting)					
3 EYES					
VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
Must be 20/40 in each eye separately, and both eyes corrected or uncorrected.					
HORIZONTAL (PERIPHERAL)	RIGHT	LEFT		YES	NO
Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered					
VISUAL DISTURBANCE				YES	NO
Should not have any visual disturbance that might impair applicant's ability to function					
COLOR VISION	ISHIHARA: FARNSWORTH D15:			YES	NO
This will not necessarily disqualify, but applicant must be aware of the condition and be able to compensate for it.					
4 EARS					
HEARING (AUDIOMETRY)	RIGHT	LEFT		YES	NO
HEARING AID USED	☐ YES	☐ NO		YES	NO

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 35 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 hertz.

**If applicant/employee fails the above standard, refer to Hearing Standards Attachment

AUDIOMETRY WORKSHEET

FREQUENCY	LEFT EAR	RIGHT EAR
500	dB	dB
1000	dB	dB
2000	dB	dB
3000	dB	dB
4000	dB	dB
SUM	dB	dB
AVERAGE	dB	dB

(Note: 25 dB or below is considered normal hearing)

5 NOSE		YES	NO
Nose must be free of deformity internally so that breathing is unobstructed.			
6 MOUTH AND TEETH		YES	NO
Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

7 THROAT			
TONSILS		YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.			
THYROID		YES	NO
List any characteristics that may be disqualifying.			
NODES		YES	NO
Enlargement requires study to establish cause. Acceptable if benign.			
SPEECH		YES	NO
Speech discrimination test must be 80% or better.			

8 CHEST					
HEART				YES	NO
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to impairment.					
LUNGS				YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.					
TUBERCULIN TEST	☐ POSITIVE	☐ NEGATIVE		YES	NO
Note any evidence of pulmonary or cardiac disease or any other abnormalities.					

9 ABDOMEN		YES	NO
Examine for tenderness, masses, enlarged organs and muscle tone.			
HERNIA		YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.			

10 SKIN		YES	NO
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.			

11 SPINE		YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.			
ABILITY TO SIT FOR LONG PERIODS OF TIME		YES	NO

	Mobility:	Amputations:	Deformities:	Edema:	Reflexes:		
12 EXTREMITIES						YES	NO
Note any amputations and/or restricted use of extremeties.							
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large vericose veins might disqualify.							
MANUAL DEXTERITY						YES	NO
Ability to operate radios, computers and other equipment used in a telecommunications center.							

13 DRUG SCREENING	☐ POSITIVE	☐ NEGATIVE		YES	NO
Use of illicit drugs not prescribed by a physician is disqualifying.					

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMUNICATION DISPATCHER 1, 2 and SUPERVISOR

NOTE: **If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.**

RECOMMENDED FOR HIRE?		YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.			

Medical Examiner Signature	Date

LifeSigns Personnel Signature (Witness)	Date

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

Communications Dispatcher 1, 2 and Supervisor

INSTRUCTIONS TO MEDICAL EXAMINER:

A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.

B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.

C. Each applicant be a minimum of 18 years of age and shall meet the following standards:

1. BLOOD PRESSURE
   Maximum recommended: 140 systolic or 90 diastolic (persistent).

2. PULSE
   Between 40 and 100 (resting).

3. EYES
   VISUAL ACUITY
   20/40 in each eye separately and both eyes corrected or uncorrected.

   COLOR VISION
   This will not necessarily disqualify, but applicant must be aware of the condition and be able to compensate for it.

4. HEARING
   A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected, equal to or better than 35 decibels determined as an average of the following frequencies: 500, 1,000, 2,000, 3,000 and 4,000 hertz.

   If applicant/employee fails the above standards, refer to Attachment 12B.

5. MOUTH
   The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.

6. THROAT
   There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

   NECK
   Thyroid - list any characteristics that may be disqualifying.

   NODES
   Enlargement requires study to establish cause. Acceptable if benign.

7. Speech - Speech discrimination test 80% or better.

8. CHEST
HEART
Rhythm, rate and sounds should be normal or any abnormalities explained in regards to any impairment.

LUNGS
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.

9. Ability to sit for long periods of time.

10. SKIN
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc. if it interferes with the duties of the position the applicant is applying for.

11. SPINE
Pronounced scoliosis, kyphosis, or other back disability shall be disqualifying.

12. EXTREMITIES
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpel tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.

Manual Dexterity - Ability to operate radios, computers, and other equipment used in a telecommunications center.

13. DRUG SCREENING (nine-panel non-DOT drug screen)
Use of illicit drugs not prescribed by a physician is disqualifying.
Improper use of prescription drugs is also disqualifying.

***Note:** **If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.**

TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

Communications Dispatcher 1, 2 and Supervisor

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Communications Dispatcher 1, 2 and Supervisor require hearing acuity so as to clearly understand and be able to accurately record and also transmit messages.

The Dispatchers must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62

2. The hearing test will be reviewed by a licensed audiologist.

3. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.

The tests to be administered on the audiological evaluation:

1. An audiological evaluation will be completed on each patient with responses above 35 dB for the frequencies listed above.

2. Speech Reception Thresholds shall be obtained.

3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.

4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.

5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

   or an explanation of the results suggesting the condition of the ear.

6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.

The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 35 decibels determined as an average of the following frequencies:

   500, 1000, 2000, 3000, and 4000 Hertz.

2. Should the Communications Dispatcher have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.

ATTACHMENT #3

COMMISSIONED

(TROOPER, CAPITOL POLICE AND SPECIAL AGENT)

Applicant's Medical History Information
Physical Examination Form
Medical Examination Form Instructions
Physical Demands Analysis
Hearing Standards

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NAME			SSN
LAST	FIRST	MIDDLE	

ADDRESS			
STREET	CITY	STATE	ZIP

Instructions to Applicant:
Mark "Yes" if you now have, or have ever in the past had, the diseases, injuries or disabilities listed on this form. Mark "No" if you have never expereinced the disease, injury or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

1 Abdominal/Pelvic Disorder					YES	NO
2 Allergies (list all including food & drugs)					YES	NO
Any medical condition due to pepper spray or any other chemical weapons?	What was the reaction?				YES	NO
3 Are you a tobacco user?	If yes, what form?	How much?	How long?		YES	NO
4 Diabetes	Taking Insulin?	If yes, what form (pump, shots, etc)?			YES	NO
5 Arthritis or Joint Problems					YES	NO
6 Ashma					YES	NO
7 Back Trouble					YES	NO
8 Cancer					YES	NO
9 Convulsions					YES	NO
10 Fainting Spells					YES	NO
11 Foot Trouble	(ie: flat feet, club foot, swelling of feet or ankles)				YES	NO
12 Headaches	Indicate Frequency				YES	NO
13 Heart Attack or Disease					YES	NO
14 Hernia					YES	NO
15 High Blood Pressure					YES	NO
16 Indigestion	Indicate Frequency				YES	NO
17 Kidney Infection &/or Stones					YES	NO
18 Malaria					YES	NO

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

19 Peptic Ulcer		YES	NO
20 Pilonidal Cyst		YES	NO
21 Rheumatic Fever		YES	NO
22 Shortness of Breath		YES	NO
23 Tuberculosis		YES	NO
24 Vericose Veins		YES	NO
25 Any neurological disorder such as epilepsy narcolepsy, palsy, paralysis or vertigo?		YES	NO
26 Have you ever had a nervous breakdown or psychiatric disorder?		YES	NO
27 Have you been rejected for military service for physical reasons?	If yes, for what reason?	YES	NO
28 Have you received a medical discharge from military service?	If yes, for what reason?	YES	NO
29 Ever rejected for life insurance or offered a policy at a higher than standard rate?	If yes, for what reason?	YES	NO
30 Have you ever received payment for any disability claims?	If yes, for what reason?	YES	NO
31 Have you ever collected worker's comp insurance?	If yes, for what reason?	YES	NO
Do you have an ongoing worker's comp claim from a previous employer?	If yes, for what reason?	YES	NO
32 Do you have any hearing impairment?	If yes, do you wear corrective aids?	YES	NO
33 Do you have any physical impairment or disability?	If yes, what is the impairment or disability?	YES	NO
34 List all serious injuries (indicate dates)			
35 List all other severe illnesses (indicate dates)			
36 List all operations (indicate dates)			
37 List all current medications			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

MEDICAL HISTORY FORM
(All Applicants, Current Employees, and Fitness for Duty Exams)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Department of Safety of any medical record needed to verify the answers given in the medical history.

Signature of Applicant	Date

Medical Examiner Signature	Date

Medical Examiner's Notes	

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

NAME	SSN
LAST FIRST MIDDLE	

DATE OF BIRTH (must be at least 21 years of age)	HEIGHT	WEIGHT

Instructions to Medical Examiner:

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Mark "Yes" if the applicant meets the required physical standards. If the applicant does not meet the required standards, mark "No" and explain in the space provided.

				RECOMMENDED	
1 BLOOD PRESSURE (SITTING)	SYS	DIAS		YES	NO
Maximum recommended: 140 systolic or 90 diastolic (persistent)					
2 PULSE (RESTING)				YES	NO
Maximum recommended: between 40 and 100 (resting)					
3 EYES					
VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - FAR	RIGHT 20/	LEFT 20/		YES	NO
VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
CORRECTED VISION - NEAR	RIGHT 20/	LEFT 20/		YES	NO
Uncorrected, far or near vision, no worse than 20/100 and corrected to 20/20 in one eye but not worse than 20/30 in the other					
HORIZONTAL (PERIPHERAL)	RIGHT	LEFT		YES	NO
Applicants with field of vision less than a score of 85 (normal temporal peripheral vision should not be considered					
VISUAL DISTURBANCE				YES	NO
Should not have any visual disturbance that might impair applicant's ability to function					
COLOR VISION	ISHIHARA: FARNSWORTH D15:			YES	NO
The unaided eye shall be tested using the Ishihara Test for color blindness. If the candidate fails the Ishihara, he/she must pass the Farnsworth Dichotomous D-15 Test. Any candidate that fails both should be considered not able to meet requirements.					
4 EARS					
HEARING (AUDIOMETRY)	RIGHT	LEFT		YES	NO
HEARING AID USED	☐ YES	☐ NO		YES	NO

A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected or corrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, 4000 hertz.
**If applicant/employee fails the above standard, refer to Hearing Standards Attachment

AUDIOMETRY WORKSHEET

FREQUENCY	LEFT EAR	RIGHT EAR
500	dB	dB
1000	dB	dB
2000	dB	dB
3000	dB	dB
4000	dB	dB
SUM	dB	dB
AVERAGE	dB	dB

(Note: 25 dB or below is considered normal hearing)

5 NOSE		YES	NO
Nose must be free of deformity internally so that breathing is unobstructed.			
6 MOUTH AND TEETH		YES	NO
Mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.			

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

7 THROAT			
TONSILS		YES	NO
There must be no disease or hypertrophy of tonsils which might impair duty as a DOS employee.			
THYROID		YES	NO
List any characteristics that may be disqualifying.			
NODES		YES	NO
Enlargement requires study to establish cause. Acceptable if benign.			

8 CHEST					
HEART				YES	NO
The action of the heart should be unlabored and steady, its rhythm regular and free from organic changes. Arteriosclerosis, cardiac enlargement, valvular lesion, uncontrolled hypertension or active cardiovascular disease of any kind are disqualifying.					
LUNGS				YES	NO
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs & tuberculosis or other active pulmonary disease must not be present.					
TUBERCULIN TEST	☐ POSITIVE	☐ NEGATIVE		YES	NO
Note any evidence of pulmonary or cardiac disease or any other abnormalities.					

9 ABDOMEN			
		YES	NO
Examine for tenderness, masses, enlarged organs and muscle tone.			
HERNIA		YES	NO
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.			

10 SKIN			
		YES	NO
Applicant must be free of lesions, large nevi or scars which are apt to become ulcerated, parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.			

11 SPINE			
		YES	NO
Pronounced scoliosis, kyphosis or other back disability is disqualifying.			

12 EXTREMITIES	Mobility:	Amputations:	Deformities:	Edema:	Reflexes:		
						YES	NO
Note any amputations and/or restricted use of extremeties.							
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large vericose veins might disqualify.							

13 DRUG SCREENING	☐ POSITIVE	☐ NEGATIVE			
				YES	NO
Use of illicit drugs not prescribed by a physician is disqualifying.					

14 LABORATORY	Hepatitis B Antibody Surfact Test:	Remarks:		
			YES	NO

Optional for DOS Employees Mandatory for New Applicants						
15 ELECTROCARDIOGRAM	Resting EKG:	Normal:	Abnormal:		YES	NO
	Stress EKG:	Normal:	Abnormal:			
Should be normal or any variations from normal explained with regards to prior cardiac history or impairment.						

		At the Discretion of the Physician			
16 TREADMILL STRESS TEST	METS:	Chest X-Ray (PA View):		YES	NO
		Chest X-Ray (PA and Lateral Views):			
Should demonstrate a minimum of 10 METS exercise tolerance and no evidence of ischemic heart disease nor dysrhythmia. Any abnormalities must be explained and may require consultation with a licensed cardiologist (at the applicant's expense) before medical clearance can be issued.					

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY PHYSICAL EXAMINATION FORM

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

COMMISSIONED (Trooper, Capitol Police, Special Agent)

NOTE: If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

RECOMMENDED FOR HIRE?		YES	NO
If NO is marked for any of the preceding questions, please explain in this section and reference the item number.			

Medical Examiner Signature	Date

LifeSigns Personnel Signature (Witness)	Date

Patient Name: _____
Patient ID: _____
Date of Exam: _____

TENNESSEE DEPARTMENT OF SAFETY
MEDICAL EXAMINATION FORM INSTRUCTIONS

COMMISSIONED (Trooper, Capitol Police, Special Agent)

INSTRUCTIONS TO MEDICAL EXAMINER:

A. The medical examiner shall check the applicant's answers on the medical history, secure such additional information as he/she considers desirable, and witness the applicant's signature.

B. All abnormalities of history or physical examination, whether or not considered disqualifying, shall be recorded.

C. Each applicant must meet the following standards:

1. AGE
   Minimum 21 years of age.

2. WEIGHT
   Shall be in proportion to height.

3. DEVELOPMENT
   Applicant shall be well proportioned and of good muscular development.

4. BLOOD PRESSURE
   Maximum recommended: 140 systolic or 90 diastolic (persistent).

5. PULSE
   Between 40 and 100 (resting).

6. EYES
   VISUAL ACUITY
   Uncorrected no worse than 20/100 and corrected 20/20 in one and not worse than 20/30 in the other.

   VISUAL DISTURBANCE
   Anyone with a visual disturbance that might impair applicant's ability to function.

   HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
   Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.

   COLOR VISION
   The unaided eye shall be tested using the Ishihara Test for color blindness. If a candidate fails the Ishihara, he/she must pass the Farnsworth Dichotomous D-15 Test. Any candidate that fails both should be considered not able to meet the minimum job requirements.

7. HEARING
A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, and 4,000 hertz.

8. NOSE
Nose shall be free of deformity internally so that breathing is unobstructed.

9. MOUTH
The mouth shall be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.

10. THROAT
There shall be no disease or hypertrophy of tonsils which might impair duty as a Department of Safety employee.

NECK
Thyroid - list any characteristics that may be disqualifying.

NODES
Enlargement requires study to establish cause. Acceptable if benign.

11. CHEST
HEART
The action of the heart shall be unlabored and steady, its rhythm regular, and free from organic changes. Arteriosclerosis, cardiac enlargement, valvular lesion, uncontrolled hypertension, or active cardiovascular disease of any kind are disqualifying.

LUNGS
Respiration must be unlabored and regular. The breath sounds shall be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease shall not be present.

12. ABDOMEN
Examine for tenderness, masses, enlarged organs, and muscle tone.

HERNIA
Actual hernia in any form shall reject. A repaired hernia with no residual disability is acceptable.

13. SKIN
Applicant shall be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.

14. SPINE
Pronounced scoliosis, kyphosis, or other back disability is disqualifying.

15. EXTREMITIES
Applicant shall be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpel tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.

16. DRUG SCREENING (nine-panel non-DOT drug screen)
Use of illicit drugs not prescribed by a physician is disqualifying.

17. ELECTROCARDIOGRAM
Shall be normal or any variations from normal explained with regards to prior cardiac history or impairment.

18. TREADMILL STRESS TESTING
Shall demonstrate a minimum of 10 METS exercise tolerance and no evidence of ischemic heart disease nor dysrhythmia. Any abnormalitiesshall be explained and may require consultation with a licensed cardiologist (at the applicant's expense) before medical clearance can be issued.

***Note:** **If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.**

COMMISSIONED (Trooper, Capitol Police, Special Agent)

PHYSICAL DEMANDS ANALYSIS

Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street Address) (Apt. #) (City) (State) (Zip)

1. STANDING AND WALKING YES NO

Ability to stand and walk on a variety of surfaces including concrete, gravel, dirt, and uneven terrain, such as wooded areas, for up to eight (8) hours per day. The maximum continuous time could be four (4) hours while investigating accidents, directing traffic, assisting motorists, or arresting an individual.

2. SITTING YES NO

Ability to sit for up to eight (8) hours per day while operating an automobile with backrest and armrest. The maximum continuous time could be four (4) hours.

3. LIFTING/CARRYING YES NO

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Objects lifted can vary from the victims of wrecked vehicles, spare tires, or debris from the roadway. The weight of the objects will vary from a very lightweight piece of debris to a very large person who weighs 300 or more pounds that must be removed from a vehicle and carried to safety. Minimum lifting requirements are based on lifting a child weighing up to 80# from a restraint device.

4. UNILATERAL LIFTING/CARRYING YES NO

Unilateral carrying of portable scales is required when performing roadside inspection of commercial vehicles. The officer may carry the scales (50#) in the right hand or in the left.

5. PUSHING/PULLING YES NO

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Standard requirements will include pushing sufficient force to remove a vehicle from an intersection (90# peak force) and pulling sufficient force to remove a victim from a vehicle (130# peak force)

6. CLIMBING YES NO

Ability to climb stairs, ladders, fences, embankments, guard rails, or overturned vehicles in pursuit of an individual or around an accident scene.

7. STOOPING/BENDING/SQUATTING YES NO

Ability to forcibly arrest someone or move behind an object for cover.

8. REACHING YES NO

Ability to support the weight of a weapon (pistol, shotgun, or baton).

9. WORK CONDITIONS YES NO
(UP TO 80% INDOORS AND/OR UP TO 100% OUTDOORS)

Ability to work in the following conditions:

Hot temperatures
Cold temperatures
Sudden changes in temperatures
Fumes
High grip strength (using a firearm)
Sharp edges
Whole body vibration through seat of floor

10. OTHER JOB DEMANDS YES NO

Job will require:

Crawling
Jumping
Lying on stomach
Twisting
Running (pursuing individual)
Neck flexion/extension
Cervical rotation
Driving a vehicle

11. TOOLS, EQUIPMENT, AND MATERIAL USED YES NO

Two-way radio
Weapon
Automobile
Baton
Handcuffs
Citations
Riot Gear
Jumper Cables
Tire Tool
Car Jack
Radar
Measuring Devices

Medical Examiner _____
Signature

_____
Date

TENNESSEE DEPARTMENT OF SAFETY

HEARING STANDARDS

COMMISSIONED (Trooper, Capitol Police, Special Agent)

Within the guidelines of a physical examination as required under Statute 7-86-201 Training – Qualifications, hearing acuity is of primary concern. The responsibilities associated with the work of Commissioned positions require hearing acuity so as to clearly understand and be able to communicate effectively.

The above-specified personnel must have the following tests administered as a pre-employment portion of their physical examination:

1. The hearing tests shall be completed in a sound treated environment where the ambient noise levels are no greater than the following measurements:

500 Hertz	-	40
1000 Hertz	-	40
2000 Hertz	-	47
4000 Hertz	-	57
8000 Hertz	-	62

2. The hearing test will be reviewed by a licensed audiologist.

The tests to be administered in the audiological evaluation if the basic tests indicate a need for further testing shall be:

1. Pure Tone Audiometry for the frequencies of 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hertz.

2. Speech Reception Thresholds shall be obtained.

3. Speech Intelligibility Scores of 86% shall be received using the generally accepted Word Lists.

4. Speech Intelligibility shall also be obtained under conditions of noise with the scores being no worse than 76%.

5. Tympanometry shall be administered to determine the condition of the middle ear. This test shall be reported by the typical regimen as set out below:

Type A	-	Normal
Type B	-	Middle Ear Effusion
Type C	-	Negative Pressure (-150 daPa or worse)
Type As	-	Normal Pressure, Reduced Peak (1.0 ml)
Type Ad	-	Normal Pressure, Enlarged Peak (>1.8 m.)

   or an explanation of the results suggesting the condition of the ear.

6. Bone Conduction Testing if the tympanometry indicates the need to show the possibility of an air-bone gap.

The following standards will be the accepted levels candidates must obtain:

1. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies:

   500, 1000, 2000, 3000, and 4000 Hertz.

2. Should the Trooper have a hearing loss, a hearing aid or aids can be acquired to balance the hearing if there is a unilateral problem, or if sufficient hearing loss is present bilateral fittings can be made to improve the hearing above the uncorrected level that exists.

The degree of hearing loss is listed as follows for the pure tone thresholds obtained:

Normal	-	0 – 25 dB HL
Mild	-	35 – 45 dB HL
Moderate	-	45 – 60 dB HL
Severe	-	60 – 80 dB HL
Profound	-	80 and up dB HL

An asymmetrical hearing loss is present when there is a difference existing between the ears by as much as 20 dB causing an imbalance in hearing.

ATTACHMENT #4

P.O.S.T. CONFIRMATION

Statement of Attending Physician

PEACE OFFICER STANDARDS TRAINING COMMISSION
APPLICATION FOR CERTIFICATION- LAW ENFORCEMENT OFFICER

OFFICER: _____ SSN: _____

AGENCY: _____

TO THE HEAD OF THE LAW ENFORCEMENT AGENCY

This form should be presented to the examining physician for the purpose of police officer certification. Upon completion of physical evaluation, **the examining physician should sign the appropriate statement and this form should be returned to the law enforcement agency.** This form should then be attached to the Application for Certification- Police Officer, and should be forwarded to the POST Commission.

TO THE EXAMINING PHYSICIAN

Pursuant to Tennessee Code Annotated, Section 38-8-106, applicants for police certification must have passed a physical examination by a licensed physician. Upon completion of evaluation, **please sign the appropriate statement and return this document to the law enforcement agency.**

CONFIRMATION STATEMENT OF ATTENDING PHYSICIAN

I have performed a medical examination and find that this officer is:

☐ PHYSICALLY FIT- This person is physically fit within a reasonable degree of medical certainty.
☐ NOT PHYSICALLY FIT- This person is not physically fit for the following reasons:

_____

_____

_____

Comment:

_____

_____

_____

_____ _____
(Signature of Licensed Physician (Street Address)

_____ _____ _____
(Date) (Telephone) (City, State)

POST 1, Supplement B (6/06)
SF-1115

RDA 1494

ATTACHMENT #5

30-DAY NOTIFICATION

Immediate Action Notification

ORIGINAL TO VENDOR
COPY TO APPLICANT

TENNESSEE DEPARTMENT OF SAFETY
30 DAY NOTIFICATION OF IMMEDIATE ACTION REQUIRED

Name: _____ _____
Last First Middle Social Security Number

The results of your physical examination do not meet minimum standards for employment:

☐ Vision: Right 20/ _____ Left 20/ _____
Dispatch & DL: Qualifying result must be 20/40 or in better in each eye separately and both eyes corrected or uncorrected.
COMMISSIONED: Qualifying result must be uncorrected, far or near, no worse than 20/100 and corrected to 20/20 in one eye but not worse than 20/30 in the other.

☐ Hearing: Right Average _____ Left Average _____
Dispatch: Qualifying result must be an ability in worst ear uncorrected or corrected, equal to or less than 35 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000 & 4000 htz.
COMMISSIONED & DL: Qualifying result must be an ability in worst ear uncorrected or corrected, equal to or less than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000 & 4000 htz.

☐ Blood Pressure Systolic _____ Diastolic _____
Qualifying result must be at or better than 140 systolic or 90 diastolic (persistent).

☐ Other: _____

If you wish to challenge these findings, you may pursue an additional examination, and/or corrective aid, with a private physician at your own expense. The results of any such examination must be provided in writing from the physician and delivered upon your **return to VENDOR for re-evaluation within 30 days from the date of your original employment physical (date on bottom of this form)**. The written statement must address the results of the evaluation specific to the above-identified problem(s). The VENDOR physician will review the documentation against his/her findings, re-evaluate based on the Department Safety contract terms and make a determination relative to your meeting the minimum qualifications. In all cases, the decision of the VENDOR physician is final.

I have read the above which has been fully explained to me by a medical professional. **I understand my employment is conditionally based on the correction of the above referenced condition(s)** and must meet the satisfaction of the VENDOR physician.

I further understand that I must return to VENDOR for re-evaluation within 30 days from the date of my original employment physical (date on bottom of this form).
The final date I will be allowed to return is: _____
Date

_____ _____
Applicant Signature Date

_____ _____
VENDOR Personnel Date

VENDOR
Phone:
Fax:

Department of Safety Human Resources
Phone: 615-251-5200
Fax: 615-253-2095

ATTACHMENT #6

FITNESS FOR DUTY ASSESSMENT

Statement of Attending Physician

ORIGINAL TO TN DEPT OF SAFETY
COPY TO VENDOR

TENNESSEE DEPARTMENT OF SAFETY
FITNESS FOR DUTY ASSESSMENT

Name:	Last	First	Middle	Social Security Number

Position Title:	

Vital Signs:	Height:		Weight:		Blood Pressure:		Pulse:	

Employee has provided a copy of their personal physician's release to return to full duty:	☐ YES ☐ NO

Medical condition that caused the employee's extended leave:	

Length of extended leave:	From Date:		To Date:		Other Dates:	

Assessment of medical condition:	

Other Information:	

Employee has met the requirements of their position qualifications and can be released to perform the essential functions of his/her full duty assignment:	☐ YES ☐ NO

LifeSigns Physician's Signature — Date

LifeSigns Personnel — Date

LifeSigns of Nashville
Phone: 615-371-3000
Fax: 615- 371-3089
Fax: 615-373-3183

Department of Safety Human Resources
Phone: 615-251-5200
Fax: 615-253-2095

Form Implementation August 18, 2009

ATTACHMENT #7

DRIVER IMPROVEMENT

Medical Review
Medical Report

STATE OF TENNESSEE
DEPARTMENT OF SAFETY
DRIVER IMPROVEMENT DIVISION
MEDICAL REVIEW

Re:_____

The undersigned has reviewed the attached medical report and recommends:

☐ Driving privilege be approved.

☐ Driving privilege to be approved with the following restrictions:

_____

_____

☐ Driving privilege be approved provided licensee is required to submit a report prior to the renewal of his license.

☐ Driving privilege be disapproved permanently. (Explain under "Other").

☐ Driving privilege be disapproved. Recommend review on or after

_____, 200__. (Explain under "Other).

☐ The following information is necessary before the medical advisory committee can make a recommendation.

_____

_____

_____

☐ Other:

_____

_____

_____

Signature: _____
Member – Medical Advisory Board

TENNESSEE DEPARTMENT OF SAFETY
DRIVER CONTROL DIVISION/DRIVER IMPROVEMENT SECTION
MEDICAL REPORT

I hereby authorize Dr. _____ to give me any examination he deems necessary for the purpose of determining my fitness to operate a motor vehicle. I also authorize the Department of Safety to have this information reviewed by a consulting board of unidentified physicians for the purpose of giving the Department a medical evaluation on my case and that this information will be identified by number only to the consulting physicians. I understand that the Department of Safety is in no way responsible for any expense that arises from this examination.

_____
Signature of Patient

This report must be completed by a licensed physician in addition to any hospital records or veteran's records, etc. that you wish to make part of your medical history with this Department and this examination must have been performed within the past twelve (12) months.

THE DEPARTMENT OF SAFETY IS IN NO WAY RESPONSIBLE FOR ANY EXPENSES THAT MAY RESULT FROM THIS EXAMINATION.

Name_____ Date of Birth_____

Address_____

City, State, Zip Code _____

Case Number _____

Driver License Number _____

PATIENTS MEDICAL HISTORY

Does the patient have any physical or mental impairments? Yes_____ No_____.

If yes, explain: _____

Does the patient use any drugs/medicine regularly? Yes_____ No_____.

If yes, explain: _____

To your knowledge is medication taken as prescribed? Yes_____ No_____.

If no, explain: _____

Does prescribed medication have any effect on driving ability? Yes_____ No____

If yes, explain: _____

Does patient drink alcoholic beverages? Yes_____ No _____

If yes, to what extent?_____

What effect would alcohol and patient's medication have on patient?

_____

_____

Is there any Parkinson's disease? Yes_____ No_____

Is coordination normal? Yes_____ No_____

Is there any vertigo? Yes_____ No_____

Is there any disease present which would affect the nervous system and/or the motor senses (coordination)? Yes_____ No_____.

If yes, explain:

_____

_____

Is this condition being treated? Yes_____ No_____.

If yes, explain: _____

_____

VISUAL - Visual acuity – Name type of equipment used: _____

Without glasses: RE20/_____LE20/_____ BE20/_____

With glasses: RE20/_____LE20/_____ BE20/_____

Field of Vision_____ Colorision_____

Coordination_____ Depth Perception_____

IF ANY OF THE FOLLOWING APPLIES TO PATIENT, HE/SHE MUST HAVE THEIR PERSONAL EYE DOCTOR COMPLETE THIS PORTION OF THE MEDICAL REPORT.

Is there any disease that would contribute to the loss of sight or impair the patient's ability to operate a motor vehicle (cataracts, glaucoma, etc.)?_____

Has this condition been treated by surgery? Yes_____ No_____.

If yes, what were the results? _____

_____

Is there any retina detachment, etc., present at this time? Yes_____ No_____

If yes, explain:

_____

Is patient diabetic? Yes_____ No_____

If yes, what is the effect of diabetes on the eyes, if any? _____

_____

What is the best possible vision if any of the above applies? RE20/_____ LE20/_____ BE20/_____

PSYCHOLOGY: (To be Completed by Psychologist, if applies)

What was the highest grade in school? _____

At what age was it obtained? _____

Has patient ever been committed to an institution for the insane or treated in a hospital for mental illness?
Yes_____ No_____
If yes, when? _____

History: _____

Was patient restored to competency? Yes_____ No_____

If yes, by what authority? _____

_____

Is patient on medication? Yes_____ No_____

If yes, what kind?_____

Dosage? _____

Has patient ever been committed to a hospital for alcohol or drug treatment? Yes____ No_____

If yes, please explain_____

_____

_____

Date: _____ Location: _____

How many times? _____ Length of Stay: _____

What type of discharge did patient receive? _____

Was medication prescribed at time of release? Yes_____ No_____

If yes, what kind of medication?_____

Dosage_____

To your knowledge, has patient used drugs or alcohol in excess since his release from the hospital?
Yes_____ No_____

In your opinion, should this person be permitted to drive? Yes_____ No____

If no, please explain:_____

Please list other significant findings which in your opinion would inhibit this individual's ability to operate a motor vehicle safely._____

_____

List names of physicians with their field of medicine who have treated this patient in the last two years.

Physician: _____ Field of Medicine_____

Physician: _____ Field of Medicine _____

Physician: _____ Field of Medicine _____

CARDIAC FUNCTIONAL CAPACITY (AHA)

Class 1 No limitation physical activity _____

Class 2 Slight limitation physical activity _____

Class 3 Marked limitation physical activity _____

Class 4 Complete limitation physical activity _____

Blood Pressure_____

Edema_____

Dyspnea and/or Angina: At rest

_____

Slight Exertion

_____

Moderate

_____

Is there any syncope? Yes_____ No_____ If yes, frequency/severity _____

Does patient take Nitroglycerin or blood pressure medication? Yes_____ No_____

If yes, what amount? _____

Daily dosage? _____

DIABETIC Yes_____ No_____

(If yes, please complete questions below)

Age of onset_____

Does patient take insulin? Yes_____ No_____ If yes, how much? _____

What kind of insulin is taken? _____

Has patient ever been in a coma? Yes_____ No_____

If yes, how many times? _____

Date of last coma? _____

Has patient ever had insulin shock? Yes_____ No_____

If yes, howmany times? _____

Date of last insulin shock _____

Is there any warning of impending coma or shock? Yes_____ No_____

Urine Analysis_____ S.P.G.R._____

Albumin_____ Sugar _____ Micro_____

ORTHOPEDIC: Yes_____ No_____ If yes, please complete questions below.

Are there any stiff or flail joints? Yes_____ No_____

If yes, where? _____

Has there been any amputation(s)? Yes_____ No_____

If yes, where? _____

Any spastic or paralyzed muscles? Yes_____ No_____

If yes, where?_____

Does patient use/need any orthopedic appliances or supports? Yes_____ No_____

If yes,what?_____

Do any of the above interfere with the patient's driving ability? Yes_____ No_____

If yes, to what extent?_____

HEARING: Conversational voice - distance in feet _____

Audiometric test if indicated _____

Is hearing aid worn? Yes____ No____

If yes, does it give sufficient correction? Yes____ No____

NEUROLOGICAL

Has patient ever had a seizure? Yes_____ No_____ Blackouts? Yes_____ No_____

Cause (if unknown, indicate)_____

At of first seizure _____Type(s) Major motor _____ Minor lapses_____ Other_____

Describe_____

Have any spells occurred when this patient is awake? Yes_____ No_____

Medications patient was taking at the time of last seizure:_____

Date of last seizure: _____ Medication patient is presently taking _____

_____

Do you think patient takes medication regularly? Yes_____ No_____

To your knowledge, does the patient drink excessively or abuse tranquilizers or other medication?

Yes____ No_____

When did you last check patient's serum anticonvulsant levels? _____

How long have you treated this patient for this condition? _____

Date of last visit _____ Date patient is scheduled for return visit_____

EXAMINING PHYSICIAN:

How long have you treated this patient? _____

Date you last examined/treated patient? _____

Date questionnaire completed _____

In your professional opinion is this patient medically able to drive a motorized vehicle?

Yes_____ No_____

_____
Name of Physician (please print)

_____
I.D. Number

_____
Telephone No.

_____
Signature of Physician

_____
Address

_____
City, State, Zip

ATTACHMENT #8

RANDOM DRUG SCREENINGS

Procedures

RANDOM DRUG SCREENINGS

1. State shall create an Excel spreadsheet (in alpha order to include SS#, race/sex, rank) of all employees qualifying for random drug screenings.
2. State shall email the Excel spreadsheet to the Contractor with a cover letter requesting random drug screenings be performed.
3. The Contractor shall randomly select 25 names, on a quarterly basis.
4. The Contractor shall email the contact person at the State with the randomly selected names.
5. All screenings shall be performed within 30 days from the date of selection at one of the Contractor's locations within the 8 counties listed in the Contract (A.11) to include Davidson, Hamilton, Knox, Lawrence, Madison, Putnam, Shelby and Sullivan. A current listing of each location's address, phone number and contact person shall be on file with the State at all times.
6. Results shall be forwarded to the contact at the State within 72 hours (24 hours for emergency situations). MRO shall give the allotted 10 days of notification to report a non-contact positive drug screen result.

ATTACHMENT #9

SUSPICIOUS DRUG & ALCOHOL SCREENINGS

Procedures

SUSPICIOUS DRUG & ALCOHOL SCREENINGS

1. State shall call the Contractor's contact person to advise of a suspicious drug and/or alcohol screening necessity. These shall be conducted immediately upon request.

2. The Contractor's contact person shall then advise the location (within the 8 counties listed in the Contract A.14) of the arrival of the State's employee and the screening needed.

3. Results shall be forwarded to the contact at the State within 24 hours.

ATTACHMENT 10

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 11

Authorized Individuals

The following list of individuals are authorized to accept any notices, requests, demands, or other advice. This list shall be valid until revoked or amended by further written notice.

Ms. Kerri Balthrop, Human Resources Director
1150 Foster Avenue
Nashville, TN 37243-1000
Kerri.Balthrop@tn.gov
Phone: (615) 251-5200
Fax: (615) 253-2095

Ms. Kelly Knight
1150 Foster Avenue,
Nashville, TN 37243-1000
Kelly.Knight@tn.gov
Phone: (615) 251-5209
Fax: (615) 401-6796

Ms. Sara Harlan
1150 Foster Avenue
Nashville, TN 37243-1000
Sara.Harlan@tn.gov
Phone: (615) 251-5122
Fax: (615) 401-6821