Event Description
This event is to bid for a one-time purchase contract for the Tennessee Department of Environment & Conservation.

Specifications and terms & conditions are attached.

Agency Contact: Michele Snyder-Sherril at 615-253-3786 and Michele.Snyder@tn.gov.

READ THE ENTIRE BID, including the Event Details, Specifications, and Terms and Conditions and any other attachments.

If the Review and bid on this event link included in the e-mail notification does not work, please go to https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information.html.

Click on the link that says Supplier Portal and Bid Opportunities and log in with your vendor ID and password.

NOTE: Need help with EDISON? Call the Edison HELP Desk at 866-376-0104 or 615-741-4357

Please do not wait until the last day to POST YOUR BID. The Edison system will sign you out after 30 minutes of inactivity. Your password expires EVERY 90 DAYS. It is the responsibility of the Edison User (bidder/vendor) to maintain their own profile information (Email address, phone numbers, address or contacts) and to continue to keep it current by logging into the Supplier Portal and making changes as needed.

Supplier Portal link: (Maintain supplier information)
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

Central Procurement Office Website:

The website is constantly being updated with information to assist the agencies and vendors; you are encouraged to visit the website frequently.

General Comments
- Helpful Supplier Information

General Questions
<table>
<thead>
<tr>
<th>Question</th>
<th>UOM</th>
<th>Best</th>
<th>Worst</th>
<th>Response</th>
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<tbody>
<tr>
<td>I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office, which are by reference made a part hereof, in addition to the special terms, conditions and specifications embodied in the invitation to bid.</td>
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<td>Yes</td>
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IMPORTANT: By Selecting YES, the bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.

Required: Yes  Mandatory Response:Yes
Response Comments

Question | UOM | Best | Worst | Response
---|---|---|---|---
Please list the following information:

- List the Contract Administrator's Name
- List the Contract Administrator's Address
- List the Contract Administrator's Phone Number
- List the Respondent's Toll Free Phone Number
- List the Contract Administrator's Pager or Cell Number
- List the Contract Administrator's Email Address
- List the Respondent's Website

Required: Yes  Mandatory Response: No

Response Comments

In preparing bid(s), all respondents shall comply with the requirements of Tenn. Code Ann. § 62-6-119 in providing the specified information within the sealed bids. Any bid not in strict compliance with the requirement of Tenn. Code Ann. § 62-6-119 shall be rejected.

Note: Submit additional subcontractor's information as an attachment to the bid comments.

For bids over $25,000 requiring a contractor's license, Respondent shall provide the following for contractor and any subcontractors, if applicable:
- Company's Tennessee State Contractor License Number
- License Classification(s) Applicable to Bid
- License Expiration Date

Required: Yes  Mandatory Response: No

Response Comments
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<td>additional pages and attach to the Response including any relevant</td>
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<td>details:</td>
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<td>(a) is the Respondent presently debarred, suspended, proposed for</td>
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<td>debarment, or voluntarily excluded from covered transactions by any</td>
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<td>federal or state department or agency;</td>
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<td>(b) has the Respondent within the past three (3) years, been convicted</td>
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<td>of, or had a civil judgment rendered against the contracting party</td>
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<td>from commission of fraud, or a criminal offence in connection with</td>
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<td>obtaining, attempting to obtain, or performing a public (federal,</td>
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<td>records, making false statements, or receiving stolen property;</td>
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<td>(c) is the Respondent presently indicted or otherwise criminally or</td>
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<td>with commission of any of the offenses detailed above; and</td>
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<td>(d) has the Respondent within a three (3) year period preceding the</td>
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<td>contract had one or more public transactions (federal, state, or local)</td>
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**Response Comments**

The respondent shall indicate whether or not they plan to sub-contract:

No: The respondent does not anticipate using a sub-contractor at this time and agrees to submit a request to subcontract during the contract period prior to using a subcontractor.

Yes: The bidder shall list the subcontractor(s):

Attach list of additional subcontractors to the bid, including the following for each subcontractor:

- List the Sub-Contractor’s Name
- List the Sub-Contractor’s Address
- List the Sub-Contractor’s Contact Person
- List the Sub-Contractor’s Phone Number

Required: Yes Mandatory Response No
The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: “By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.” For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html

Required: Yes  Mandatory Response: No

Response Comments
Please attach documentation that reflects you are registered with the Department of Revenue for sales and use tax, as stated in the Terms and Conditions. If you are exempt, please provide a copy of the communication from the Department of Revenue supporting this exemption.

Required: Yes  Mandatory Response: No

**Response Comments**

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**Event Details (cont.)**

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**Event Round**

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**Event Name**

Harrison Bay State Park-Def Bear Trace Irrigation

**Start Time**

07/14/2022 08:00:00 CDT

**Finish Time**

07/28/2022 14:00:00 CDT

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bidder:** PUBLIC EVENT DETAILS

Submit To: Environment & Cons

Call for Shipping Information

United States

Contact: Michele Snyder-Sherril

Phone: 615/253-3786

Email: michele.snyder@tn.gov

---

**Question**

Please attach documentation that reflects you are registered with the Department of Revenue for sales and use tax, as stated in the Terms and Conditions. If you are exempt, please provide a copy of the communication from the Department of Revenue supporting this exemption.

**UOM**

**Best**

**Worst**

**Response**

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**Response Comments**
Bear Trace Irrigation System replacement

Scope:
The contractor will be responsible for all materials, labor, and equipment required to repair the irrigation system at the Bear Trace golf course at Harrison Bay State Park. All work is to be done in accordance with the latest industry standards and meet IBC and ADA codes. All materials used will be installed in accordance with manufacturer recommendations. Any deviations from the scope of work will be executed only after written approval is received. Contractor will use caution tape and barriers where necessary. The contractor will be responsible for notifying park staff at the end of each day before leaving, as to ensure site is secure. All work will be done during normal operating hours unless otherwise discussed. Contractor is responsible for clean up when the job is complete. Contractor is to visit site to obtain information to produce an accurate quote.

Existing:
The irrigation control system at Harrison Bay Bear Trace Golf Course is failing. The existing system is unable to be upgraded and is no longer supported. The system is a vital part of the day-to-day operations and must be replaced and repaired to keep the course operational.

Equipment to be installed:
All equipment must be compatible with the existing components and pumps.
1- LX-NONSN-RIU Lynx upgrade, non-current NSN user standard computer, 1 year NSN
1- RIU-01-Special Radio Interface Unit, Dual Radio, Special
3- EXPHMAU 1424 Maxon Radio with Keypad
1- LYNX Mobile APP
1- RMU5700 Radio repeater
1- Antenna, cable, and frequency setup
1- Data Base Transfer, Lynx training, misc. install repeater and antenna
10- OSMAC G4 Satellites

All labor must be included.

Terms and Conditions:
This is a turnkey job. All aspects of this job will be left in a finished condition: All finish work, interior and exterior walls and trim, finish painting, caulking and final cleanup are included in this contract.

All bidders are advised to visit site to verify all conditions and dimensions. No allowances will be made by the agency due to any bidder neglecting to visit the site and verifying dimensions and conditions.

Contractor will be responsible for determining where all utilities are on the job site and care should be taken to protect the utilities from any damage caused by the demo/ construction. This will include any underground utilities around the job site area. If damage occurs, it must be repaired within a 24-hour period from the time damage occurs.
Contractor will perform work on regular time and will invoice work time and material not to exceed the quoted price. Any variance in quote will be addressed with a representative of Facilities Management, East TN Regional Office (ETRO) before additional work or materials are supplied.

Work shall be scheduled to avoid any interference with normal operation of the park as much as possible. During the construction period, coordinate construction schedules and operations with the agency. Work must be conducted during the normal business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., unless approval for an alternate schedule is arranged with Facilities Management.

Successful contractor to schedule and attend a pre-construction conference where a pre-construction form will be signed by Facilities Management, Contractor and Park Manager or park representative before work can begin. Contractor must also schedule and attend a final inspection where a final inspection form will be signed by Facilities Management, Contractor and Park Manager or park representative before invoice will be paid.

Project will begin within 15 days of Purchase Order issuance and be complete within 15 days after project has begun, unless other agreement has been approved by Facilities Management, ETRO.

The contractor will protect areas adjacent to his work and will be required to repair any damage he may cause. Contractor will protect work of other trades. Contractor will correct any painting related damage by cleaning, repairing, or replacing, and refinishing as directed by Facilities Management.

Workmanship is to be warranted for not less than one year from date of final inspection. Materials will be warranted as per manufacturer warranty.

All materials, equipment, and supplies are to be new and in good condition, UL listed when applicable, and all work accomplished in a manner acceptable to Facilities Management.

Submittals shall be required on all materials and must be presented for approval by the State of Tennessee representative whether it is Architect, Engineer, Designer, Park Manager, Facilities Manager, or Facilities Surveyor. If an Architect or Engineer or Certified, Licensed Designer, then it must contain their State Seal.

Clean up of the project site shall be the responsibility of the contractor. Contractor to assure that job site is clean of nails, debris, etc., at end of each day to ensure safety. Contractor will clean up and haul away all scrap when work is completed to an approved location off state property.

Contractor, employees, or sub-contractors shall be licensed, certified, or registered as required. They must be registered in the State of Tennessee Edison purchasing system.

The contractor shall have a Certificate of Insurance on file with Facilities Management. Contractor will have insurance as will protect the contractor from claims which may arise out of or result from the contractor operations under the contract and for which the contractor may be held legally liable, whether such operations be by the contractor or by sub-contractor or by anyone directly or indirectly employed by any of them, or anyone associated with them for whose acts they may be liable. Sub-contractors must also be registered in the State of Tennessee Edison purchasing system, be listed on the bid application and must show proof of insurance and have workers compensation. Insurance requirements are listed below.

The State of Tennessee shall not be held liable for any damage, loss of property, or injury of personnel resulting from actions of the contractor and/or his/her sub-contractors or employees.

Contractor shall obtain all fees and permits required for project. Contractor shall have a copy of project specifications, permits, and certificate of insurance on project site at all times.

Contractor shall comply with all applicable codes, standards, and regulations in execution of project.

All work must conform to the state's current approved codes, such as the International Building
Code. All electrical and plumbing must conform to the latest and most current codes. All Fire Marshall approved projects must have a Certificate of Occupancy issued at the completion of the project. All ADA projects must have approval of the State of Tennessee Facilities Design Coordinator and be in compliance with the latest ADA code at the completion of the project.

Invoice shall be submitted for payment within 10 days of project completion. A copy of the invoice shall be submitted to Facilities Management, East TN Regional Office, 160 State Circle, Rocky Top, TN 37769, or to deborah.g.smith@tn.gov.

For scheduling contact:
Facilities Manager: Toney Winstead, 865-712-1513, toney.winstead@tn.gov
Facilities Surveyor: Phillip Scruggs, 865-340-1149, Phillip.scruggs@tn.gov

1.1. Insurance Requirements:

1.1.1. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

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

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

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

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

The deductible and any premiums are the Contractor’s sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

1.1.2. Workers’ Compensation and Employer Liability Insurance.
   a. For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
   b. Workers’ compensation and employer liability insurance in the amounts required by appropriate state statutes; or
   c. In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.
   d. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
      1. The Contractor employees fewer than five (5) full or part time employees;
      2. The Contractor is a sole proprietor;
      3. The Contractor is in the construction business or trades with no employees;
      4. The Contractor is in the coal mining industry with no employees;
      5. The Contractor is a state or local government; or

1.1.3. Commercial General Liability Insurance.
   a. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
   b. The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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

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Required: Yes  Mandatory Response: No

Response Comments
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PeopleSoft Strategic Sourcing

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Event Name: Harrison Bay State Park-Def Bear Trace Irrigation

Start Time: 07/14/2022 08:00:00 CDT
Finish Time: 07/28/2022 14:00:00 CDT

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder Information

Firm Name:
Name: Signature: Date:
Phone #: Fax #:
Street Address:
City & State: Zip Code:
Email:

Bidder: PUBLIC EVENT DETAILS
Submit To: Environment & Cons
Call for Shipping Information United States
Contact: Michele Snyder-Sherril
Phone: 615/253-3786
Email: michele.snyder@tn.gov
Event Details (cont.)

PeopleSoft Strategic Sourcing

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Bidder: PUBLIC EVENT DETAILS

Submit To: Environment & Consrv
Call for Shipping Information
United States

Contact: Michele Snyder-Sherril
Phone: 615/253-3786
Email: michele.snyder@tn.gov

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Appendix A - Line Specifications

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Appendix B - Terms & Conditions

1. The undersigned acknowledges that all submitted information and documentation will become the property of the state of Tennessee. The undersigned also affirms that the information given above is true, accurate, and includes pertinent information necessary to identify and explain the operation of this organization to the best of my knowledge and is in no way misleading.

2. Should any data change in the future, the Supplier agrees to immediately submit the correct information electronically through the State's Supplier Portal.

   If the information will be submitted in writing please mail to the following address:

   Department of Finance and Administration
   312 Rosa L. Parks Ave.
   21st Floor Tennessee Tower
   ATTN: Supplier Maintenance
   Nashville, TN 37243

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

Last Updated: 08/30/2016