STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

SOLICITATION # 33501-272512
FOR DEPUTY INSPECTORS - BUILDING

1. INTRODUCTION

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as "the State," issues this Solicitation with the intent to award contracts for building inspection services for the construction of one- and two-family homes, as a Deputy Inspector in accordance with Tenn. Code Ann. § 68-120-101. In State residential building program jurisdictions and local jurisdictions that adopt and enforce their own building codes, homeowners and contractors are required to obtain building permits. The construction is required to meet minimum construction and safety standards adopted by the State Fire Marshal and pass inspections at certain points during the construction phases. The State Fire Marshal is required by statue to perform these inspections within three (3) working days of a request for inspection, except that footer inspections must be completed within one (1) working day of a request for inspection. The Potential Contractor ("Potential Contractor") is the professional corporation through which an individual appointed by the Commissioner of the Department of Commerce and Insurance will serve as a Deputy Inspector, subject to completion of all required documentation, Contract, and State approval processes.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The Pro Forma Contract attached to this Solicitation (Attachment C) represents the contract document that the contractor selected by the State must sign. It specifically details the State's required:

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

3. PROCUREMENT SCHEDULE

The following schedule represents the State's best estimates for this procurement, however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or to cancel or reissue a similar solicitation.

Event	Date
Solicitation Issued	July 1, 2026
Response Deadline	June 30, 2027
State Completion of Application Evaluation	Within 30 days receipt of the required documentation
State sends contract to Contractor for signature	Once evaluated, approved and awarded
Contractor Signature Deadline	Within 7 days receipt of the contract

Contract Start Date	Once approved by the Commissioner and the Office of the Comptroller

4. RESPONSE REQUIREMENTS

4.1. An offer in response to this solicitation must respond only as required by this Solicitation document.

The State may determine an offer to be non-responsive and ineligible for contract award if it fails to address all items or is not organized to properly reference the Qualifications Evidence Guide.

4.2. Qualifications Evidence Guide - The Qualifications Evidence Guide (Attachment A) details specific mandatory requirements for an offer in response to this Solicitation. The Potential Contractor must use the Qualifications Evidence Guide as a table of contents to organize and reference the supporting documentation for this portion of the Solicitation response.

4.3. **Response Prohibitions -** An offer in response to this Solicitation MUST NOT:

- Include the Potential Contractor's own contract terms and conditions;
- Restrict the rights of the State or otherwise qualify the offer to deliver services as required by this Solicitation; or
- Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Potential Contractor knew or should have known was materially incorrect.

4.4. **Response Delivery -** No later than the Response Deadline (refer to section 3, above), a Potential Contractor must deliver to the State ALL documentation required in the Qualifications Evidence Guide in response to this Solicitation. It must be delivered to:

Chad Butler, Associate General Counsel
Department of Commerce and Insurance
Davy Crockett Tower, 12th Floor, Legal Division
500 James Robertson Parkway
Nashville, Tennessee 37243
Email: ci.procurement@tn.gov

5. EVALUATION & CONTRACT AWARD

An evaluation team of at least three (3) state employees will review the Qualifications Evidence Guide and any supporting documentation timely submitted. For a response to be considered acceptable and eligible for a contract award, all evaluators must determine that the Qualifications Evidence submitted by the Potential Contractor meets the minimum requirements set forth in this Solicitation and is, at a minimum, acceptable for performing the required services. The Director of the Electrical, Residential, and Marina Section reserves the right to disqualify any applicant who is unfit to perform the duties required by the Contract.

6. GENERAL INFORMATION & REQUIREMENTS

6.1. **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 Solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion (subject to Tennessee Code Annotated, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this Solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

6.2. **Communications** - Reference Solicitation # 33501-272512, in all communications relating to this Solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator.

Chad Butler, Associate General Counsel
Department of Commerce and Insurance
Davy Crockett Tower, 12th Floor, Legal Division
500 James Robertson Parkway
Nashville, Tennessee 37243
Email: ci.procurement@tn.gov

Unauthorized contact about this solicitation with other employees or officials of the State of Tennessee may result in disqualification from consideration as a contractor.

Notwithstanding the foregoing, potential responders may also contact the following as appropriate:

- Staff of the Governor's Office of Business Initiatives and Development, who facilitate greater participation by qualified businesses in the State's procurement and contracting opportunities; and
- 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:

  Maliaka Bass, Deputy General Counsel
  Department of Commerce and Insurance
  Davy Crockett Tower, 12th Floor, Legal Division
  500 James Robertson Parkway
  Nashville, Tennessee 37243
  Email: Maliaka.bass@tn.gov
  Telephone: (615) 741-9594
  Fax: (615) 741-4000

6.3. **Conflict of Interest** - The State shall not consider an offer from, and this Solicitation shall not result in a contract with:

- An individual who is, or within the past six (6) months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or in any manner superintends the services being procured in this Solicitation;
- A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed in a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent (2%) of the total outstanding amount of the stocks or bonds of the issuing entity);
- A company, corporation, or any other contracting entity which employs an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- Any individual, company, or any other entity involved in assisting the State in the development, formulation, or drafting of this Solicitation or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage).

For these purposes, the state will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

6.4. **Disclosure of Proposal Contents** - All materials submitted to the State in response to this Solicitation become the property of the State of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to Section 3, above), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting an offer, a Potential Contractor acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.

6.5. Before the Contract resulting from this Solicitation is signed, the apparent successful Potential Contractor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax or exempt from such registration. The State shall not approve a contact unless the Potential Contractor provides proof of such registration or proof of exemption. The foregoing is a mandatory requirement of an award of a contract pursuant to this Solicitation.

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Attachment A Qualifications Evidence Guide

The response to this Solicitation must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated reference number).

In addition to the items below, the State will review each response for compliance with all Solicitation requirements, including but not limited to:

- The response must be delivered to the State no later than the Response Deadline
- The *Qualifications Evidence* must be submitted as required.
- The response must NOT contain any qualification, limitation, or other restrictions.

FILL IN POTENTIAL CONTRACTOR LEGAL ENTITY NAME HERE:

Reference Number	Item	Signature By signing in this column, the Potential Contractor indicates affirmatively to the respective item or acknowledges that required information has been attached or otherwise included.
A.1.	Name: Company Name: Telephone Number: E-mail Address: Mailing Address:	*Signature*: _____
A.2.	The Potential Contractor has included Solicitation Attachment B, *Statement of Certifications and Assurances* completed and signed by an individual empowered to bind Potential Contractor to the provisions of this Solicitation and any resulting contract. The document must be signed without exception or qualification.	*Signature*: _____

A.3.	Neither the Potential Contractor nor any individual who shall perform work under a contract resulting from this Solicitation has a possible conflict of interest (e.g., employment by the State of Tennessee). If there is a possible conflict of interest, an explanation has been included below. *Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to reject any response or cancel any award.* *Explanation*:	*Signature:* _____
A.4.	Neither the Potential Contractor nor, to the Potential Contractor's knowledge, any of the Potential Contractor's employees, agents, independent contractors, or subcontractors, proposed to provide work under a contract resulting from this Solicitation, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If there has been any such conviction or plea, an explanation has been included below. *Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any response or cancel any award.* *Explanation:*	*Signature:* _____

A.5.	There is not any material, pending litigation that the Potential Contractor should reasonably believe could adversely affect its ability to meet contract requirements resulting from this Solicitation or is likely to have a material adverse effect on the Potential Contractor's financial condition. If such exists, list each separately below, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Potential Contractor's performance in a contract pursuant to this solicitation. *Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any response or cancel any award.* *Explanation:*	*Signature:* _____
A.6.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation has a high school diploma or GED® certificate.	*Signature:* _____
A.7.	The Potential Contractor has proof of professional incorporation (business must be a Tennessee Professional Corporation (i.e. "P.C.") in accordance with Tenn. Code. Ann. § 48-101-601 et seq. **Copies of this documentation are attached.**	*Signature:* _____
A.8.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation has practical experience consisting of at least four (4) years full time building construction experience or building codes inspection experience in the field of residential or commercial construction.	*Signature:* _____

A.9.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation has obtained and will maintain valid residential building, residential mechanical, and residential plumbing inspector certifications from the State Fire Marshal AND has at least two (2) years of full time building construction experience or building codes inspection experience in the field of residential or commercial construction. **Copies of state certification documents are attached.**	*Signature:* _____
A.10.	Neither the Potential Contractor nor any individual who shall perform work under a contract resulting from this Solicitation has been a party to a previous contract with the State of Tennessee for building inspection services which was terminated for any reason. *Any disqualification due to a prior termination for convenience may, within the sole discretion of the State, be waivable; however, the State reserves the right to reject any offer or cancel any award.* *Explanation:*	*Signature:* _____
A.11.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation has and will maintain a computer or tablet with Wi-Fi capabilities, or other similar technology approved by the Department, which allows for accessing the State's online portal.	*Signature:* _____
A.12.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation has and will maintain a cellular phone with a minimum of wireless 4g mobile capability for voicemail, texting, emailing, or other similar technology approved by the Department, which allows for the receiving of calls, texts, and emails.	*Signature:* _____

A.13.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation agrees to not conduct inspections of any installation made by, or on any property owned by, the Deputy Inspector, any member of the Deputy Inspector's Immediate Family (spouse, grandparent, grandchild, parent, sibling, or child by blood, adoption, or marriage), or the Potential Contractor.	*Signature:* _____
A.14.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation does not have any open complaints with the Tennessee Department of Commerce and Insurance and must not have been disciplined by the Department within the last two (2) years prior to submitting this application.	*Signature:* _____
A.15.	The Potential Contractor or any individual who shall perform work under a contract resulting from this Solicitation will be available to perform inspections in at least three (3) counties within the State of Tennessee within: 1. Three (3) business days of a request for a building inspection; and 2. One (1) business day of a request for inspection of a footer.	*Signature:* _____
A.16.	The Potential Contractor has no official, unresolved complaints documented by the State Fire Marshal's Office.	*Signature:* _____

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Attachment B Statement of Certifications and Assurances

An individual legally empowered to contractually bind the Potential Contractor must complete and sign the *Statement of Certifications and Assurances* below as required, and this signed statement must be included with the response as required by Solicitation Attachment A.

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

1. The Potential Contractor will comply with all provisions and requirements of the Solicitation.
2. The Potential Contractor will provide, for the total contract period, all services defined in the Scope of Services specified by the *Pro Forma Contract* attached to the Solicitation.
3. The Potential Contractor accepts and agrees, without qualification, to all terms and conditions set out by the Pro Forma Contract attached to the Solicitation.
4. The Potential Contractor acknowledges and agrees that a contract resulting from the Solicitation shall incorporate, by reference, the offer in response to the solicitation as a part of the contract.
5. The Potential Contractor will comply, as applicable, 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 to the Solicitation is accurate.
7. The response submitted to the Solicitation 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 Potential Contractor in connection with the Solicitation or any resulting contract.

By signature below, the signatory certifies legal authority to bind the proposing entity to the provisions of this solicitation and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to legally bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE INDIVIDUAL OR ENTITY MAKING AN OFFER IN RESPONSE TO THE SUBJECT SOLICITATION

SIGNATURE & DATE: _____

PRINTED NAME & TITLE: _____

LEGAL ENTITY NAME: _____

FEIN or SSN: _____

The pro forma contract detailed in following pages of this exhibit contains some “blanks” (signified by field descriptions in brackets and red text) that will be completed with appropriate information if a final contract is awarded to you from this Solicitation.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
[CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance ("State") and [Contractor Legal Entity Name] ("Contractor"), is for the provision of building inspection services as a Deputy Inspector, 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 Professional Corporation.
Contractor Place of Incorporation or Organization: [Location]
Contractor Edison Registration ID # [Number]

A. SCOPE:

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

A.2. Definitions.

For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. "Commissioner" means the commissioner of the Department of Commerce and Insurance.

b. "Deputy Inspector" means any person authorized and appointed by the Commissioner under Tenn. Code Ann. § 68-120-101 to provide building inspection services.

c. "Director" means the Director of the Electrical, Residential, and Marina Section under the State Fire Marshal's Office.

d. "Immediate Family" means a spouse, grandparent, grandchild, parent, sibling, or child by blood, adoption, or marriage.

A.3. The Contractor shall provide a Deputy Inspector to perform all services specified in this Contract through a professional corporation pursuant to Tenn. Code Ann. § 48-101-601 et seq., Tenn. Code Ann. § 68-120-101, and Tenn. Comp. R. & Regs. 0780-02-23.

A.4. The Contractor and/or Deputy Inspector shall:

a. Conduct inspections of one- and two-family dwellings in accordance with all applicable statutes and rules of the State of Tennessee, and instructions of the Commissioner or delegated agents;

b. Conduct inspections within three (3) working days of receiving a request, except that a footer inspection shall be conducted within one (1) working day of receiving a request;

c. Possess and maintain service for a properly functioning computer or tablet with Wi-Fi capabilities, or other similar technology approved by the State, which allows for accessing the State's online portal;

d. Possess and maintain service for a properly functioning cellular phone with a minimum of wireless 4g mobile capability for voicemail, texting, emailing, or other similar technology approved by the State, which allows for the receiving of calls, texts, and emails;

e. Possess and maintain a properly functioning printer, which allows for the printing of building inspection reports;

f. Maintain minimum State certification(s);

g. Submit reports of inspections performed and/or documentation directly related to such inspections as required by the Commissioner or designated agents;

h. Respond to relevant communications from the State and general public within a reasonable time not to exceed twenty-four (24) hours unless expressly excused by the Director;

i. Meet with representatives of the State, as requested, to prepare for formal disciplinary hearings, court actions, and depositions pursuant to the Uniform Administrative Procedures Act;

j. Execute a "Disclosure of Interests" Agreement with the State, which can be found in Attachment B of this Contract;

k. Immediately notify their designated supervisor if assigned to perform an inspection for any family member or relationship that could create the appearance of impropriety; and

l. Comply with and follow any applicable standard operating procedure(s) issued by the State.

A.5. Contractor acknowledges and understands they are responsible for providing their own legal representation in all legal matters. The State does not represent the Contractor. If the Contractor becomes party to a suit, related to the services provided in this Contract, they shall notify the State within fourteen (14) calendar days of notification of the suit.

A.6. The following actions are prohibited for the Contractor and/or Deputy Inspector:

a. Collecting monies for building permits, such as amounts to be collected by independent issuing agents under separate agreements with the State;

b. Conducting building, plumbing, or mechanical inspections of any building, plumbing, or mechanical installations made by, or on any property owned by, the Deputy Inspector, any member of the Deputy Inspector's Immediate Family, or the Contractor. Conducting such inspections shall constitute grounds for immediate termination of this Contract; and

c. Performing an inspection for any family member or relationship that creates a conflict or the appearance of impropriety.

A.7. Warranty.

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its services. The services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the 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 services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

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

services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.8. Inspection and Acceptance.

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

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on [Date] ("Effective Date") and ending on [Date], ("Term"). The State shall have no obligation for goods delivered 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 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 services as set forth in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon payment rates equal to the Inspection Fee amounts detailed in the table below and authorized by Tenn. Code Ann. § 68-120-101(f)(2)(B). The Permit Fee amounts are established in Rule 0780-02-23.

Permit Fee	Inspection Fees - Footer or Monolithic Slab**	Inspection Fees - Rough-In*	Inspection Fees - Final*
$100	N/A	N/A	$75 / Inspection

$350	$75 / Inspection	$75 / Inspection	$75 / Inspection
$400	$75 / Inspection	$75 / Inspection	$75 / Inspection
$450	$75 / Inspection	$75 / Inspection	$75 / Inspection
$500	$85 / Inspection	$85 / Inspection	$85 / Inspection
$550	$95 / Inspection	$95 / Inspection	$95 / Inspection
$650	$115 / Inspection	$115 / Inspection	$115 / Inspection
$750	$115 / Inspection	$115 / Inspection	$115 / Inspection
$850	$125 / Inspection	$125 / Inspection	$125 / Inspection
$1,300	$125 / Inspection	$125 / Inspection	$125 / Inspection

*If a mechanical and plumbing inspection is requested, $37.50 will be added to the rough-in inspection fee and to the final inspection fee paid to the Contractor.

**If a slab or superior wall inspection is requested, $75 will be added to the inspection fee paid to the Contractor.

C.4. Travel Compensation.

In exigent circumstances, at the discretion of the Director, travel expenses may be compensated in accordance with the amounts and limitations specified in the current “State Comprehensive Travel Regulations.”

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the “State Comprehensive Travel Regulations.”

C.5. Invoice Requirements.

The completion of all of the following shall constitute an invoice by the Contractor and result in remuneration by the State:

a. The Contractor has completed, signed, and submitted to the State a “W-9 Form” with the appropriate tax classification (the taxpayer identification number contained in the W-9 submitted to the State shall agree with the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor).

b. The independent issuing agent has submitted the collected fees to the State and the permit sold is recorded in the Tennessee Comprehensive Online Regulatory & Enforcement System or its successor program.

c. The Contractor acted through his or her professional corporation pursuant to the Tennessee Professional Corporation Act, with such corporation being that which the Contractor has performed the inspections corresponding to a permit sold (and referenced in Section C.5.a.) and has completed and submitted to the State all required reports.

d. The Contractor has entered data relevant to the foregoing into the State’s online portal.

e. The State's online portal system has calculated the appropriate payment amount.

C.6. Payment of Invoice.

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

C.7. Invoice Reductions.

The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions.

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

C.9. Prerequisite Documentation.

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

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

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals.

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

D.2. Communications and Contacts.

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

address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

State of Tennessee - Department of Commerce and Insurance
Division of Fire Prevention - Residential/Electrical Contract Inspections
500 James Robertson Parkway
Nashville, Tennessee 37243-0577
Email Address: SFMO.permits-licensing@tn.gov
Telephone # (615) 741-7170

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 or suspend this Contract upon written notice to the Contractor. The State's exercise of its right to terminate or suspend 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 or suspends 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Should the State exercise its right to terminate or suspend 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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

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

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

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

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

D.11. Records.

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

D.12. Monitoring.

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

D.13. Progress Reports.

The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance.

Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor.

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

D.16 Patient Protection and Affordable Care Act.

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

D.17. Limitation of State's Liability.

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

D.18. Limitation of Contractor's Liability.

In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

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' fees, court costs, expert witness fees, and other litigation expenses 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.

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

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

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

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

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

D.21. Tennessee Consolidated Retirement System.

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

D.22. Tennessee Department of Revenue Registration.

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

D.23. Debarment and Suspension.

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

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

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

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

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

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

D.24. Force Majeure.

“Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations 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 State and federal laws and regulations applicable to Contractor in the Contractor's 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, without regard to its conflict or choice of law rules. 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 - 408.

D.27. Entire Agreement.

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

D.28. Severability.

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

D.29. Headings.

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

D.30. Incorporation of Additional Documents.

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

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A and B;

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act.

The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be

a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance.

Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State.

Any umbrella liability policy used to achieve the minimum amounts specified below must provide coverage on the same basis (i.e., true "follow form"), or broader, as the coverages such umbrella liability policy is written over, including endorsements.

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

a. Automobile Liability Insurance

1) In the event that the Contractor (1) owns, leases, or otherwise operates an automotive vehicle and (2) intends to use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State proof of the Contractor's automobile liability insurance policy. Such automobile liability insurance policy shall maintain limits not less than the minimum liability limits established by the relevant authority under which said vehicle is licensed. Such verification is required whether or not the State intends to reimburse the Contractor for mileage.

2) If the Contractor DOES NOT (1) own, lease, or otherwise operate an automotive vehicle or (2) WILL NOT operate or otherwise employ a personal vehicle in furtherance of their contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State a letter signed by the Contractor certifying as to the above. In the event that such situation changes over the course of the Term of this Contract as described in provision 1) above, the Contractor shall inform the State and provide proof of automobile liability insurance before such time as the Contractor shall use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract.

b. Workers' Compensation and Employer Liability Insurance

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

i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes.

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

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Professional Liability Insurance

1) The Contractor shall maintain professional liability insurance. Contractor's professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract Payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

D.33. Major Procurement Contract Sales and Use Tax.

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

D.34. Confidentiality of Records.

Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. 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 under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel.

The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms.

The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

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. 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 ordinary 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.3. 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.4. Personally Identifiable Information.

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

IN WITNESS WHEREOF,

[CONTRACTOR LEGAL ENTITY NAME]:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:

CONTRACTOR LEGAL ENTITY NAME:

EDISON VENDOR IDENTIFICATION NUMBER:

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

_____

CONTRACTOR SIGNATURE

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

_____

PRINTED NAME AND TITLE OF SIGNATORY

_____

DATE OF ATTESTATION

ATTACHMENT B

Disclosure of Interests

I hereby submit the following information as being complete and accurate, to the best of my knowledge:

A. Do you have any relatives who engage in work subject to building inspections where you would be doing the building inspections?

NO: _____ YES: _____ (If yes, explain in detail below)

_____

_____

_____

B. Do you perform work subject to building inspections that is required to be inspected under Tennessee State Statutes?

NO: _____ YES: _____ (If yes, explain in detail below)

_____

_____

_____

C. Do you own, or have any interest in any company, firm, or business of any sort, that performs any work subject to building inspections that is required to be inspected under Tennessee State Statutes?

NO: _____ YES: _____ (If yes, explain in detail below)

_____

_____

_____

D. Additional Comments:

_____

_____

_____

E. Are additional sheets attached? NO: _____ YES: _____

I hereby certify that the above information is complete and accurate to the best of my knowledge. I will notify the Assistant Commissioner for Fire Prevention, in writing, if any of the above information changes.

Signature: _____

Date: _____

ID Number: _____