



**STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

312 ROSA L. PARKS AVENUE, 23RD FLOOR
NASHVILLE, TN 37243

BILL HASLAM
GOVERNOR

BILL GIBBONS
COMMISSIONER

August 23, 2012

Ms. Hedy Weinberg
American Civil Liberties Union of Tennessee
P.O. Box 120160
Nashville TN 37212

Re: Public Records Act Request, Received August 2, 2012

Dear Ms. Weinberg:

On August 2, 2012, The Tennessee Department of Safety & Homeland received your open records request for documents related to Automatic License Plate Readers, including grants, data sharing agreements, purchases, and regional databases.

The Department has completed the process of retrieving, reviewing, and/or redacting the requested records. The Department does not have any records responsive to items 2, 4, 5, or 6 of your request. The Department has enclosed the documents responsive to items 1 and 3 of your request.

Per my phone conversation on August 23, 2012, with Lyndsey Letourneau in your office, who had relayed the request to the National ACLU team, the Department has redacted the account numbers of vendors in the enclosed documents.

The responsive records consist of 64 pages, which is a total of \$9.60 at \$0.15 per page per the Schedule of Reasonable Charges. As this amount is under \$10.00 (ten dollars) the Department is waiving the copying charges per Rule 1340-08-.02.

If you have any questions, please feel free to contact me at 615-251-5349 or at Lizabeth.Hale@tn.gov.

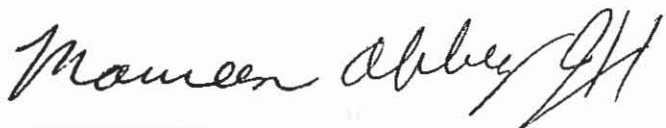
Sincerely,

Lizabeth Hale
Staff Attorney
Tennessee Department of Safety and Homeland Security



INTERDEPARTMENTAL CONTRACT

(interdepartmental, fee-for-service contract between state agencies – not including a state college or university)

Procuring Agency Tracking # N/A			OCJP ID 2010R0CJP020-01		
Contractor State Agency Tennessee Department of Safety			Service JAGARRA		
Contract Begin Date 7/1/2009		Contract End Date 6/30/2010		Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #(s) 16.803
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010		\$412,312.00			\$412,312.00
TOTAL:		\$412,312.00			\$412,312.00
— OCR Use —			Agency Contact & Telephone # . David Lewis 615-532-2988		
			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) 		
			Speed Code FA00001792		Account Code 71300000

DGA Number:
Grant # 2010ROCJPO20-01

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
TENNESSEE DEPARTMENT OF SAFETY**

This Grant, by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "Grantor State Agency" and Tennessee Department of Safety, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the American Recovery and Reinvestment Act of 2009 Byrne Justice Assistance Grant, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at <http://www.state.tn.us/finance/rds/ocjp.htm> and in any correspondence from the Office of Criminal Justice Programs.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <http://www.state.tn.us/finance/rds/ocjp.htm>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority Multi-jurisdictional Drug Task Forces, Pre-trial Service Delivery, Victim Witness and Victim Services Programs, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Drug Courts, or Criminal Justice Information Systems. The following activities will be conducted:
- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs of the Department of Finance and Administration. The data collected should support the information submitted on required reports. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. The Grantee is responsible for annual reporting of output and outcome data on their projects to OCJP using the report forms available for their particular OCJP priority area.
- A.6. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

- a. this Grant Contract and all of its attachments and exhibits, excluding the following items incorporated by reference;
- b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and
- c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

- B.1. This Grant Contract shall be effective for the period commencing on 7/1/2009 and ending on 6/30/2010. The Grantor State Agency shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four hundred twelve thousand three hundred twelve and 00/100 (\$412,312.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A-1 for fiscal year 09-10 shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the grant budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the Grantor State Agency, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this grant contract to date.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the Grantor State Agency in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Grantor State Agency, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Grantor State Agency as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.9. Payment of Invoice. The payment of the invoice by the Grantor State Agency shall not prejudice the Grantor State Agency's right to object to or question any invoice or matter in relation thereto. Such payment by the Grantor State Agency shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Grantor State Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.
- C.11. Deductions. The Grantor State Agency reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the parties any amounts which are or shall become due and payable to the Grantor State Agency by the Grantee.
- D. **STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the Grantor State Agency shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the Grantor State Agency. Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.7. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services

may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.8. Monitoring. The activities and records of the Grantee conducted or maintained pursuant to this Grant shall be subject to monitoring and evaluation by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.10. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, and if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements. The Grantee shall obtain prior approval from the Grantor State Agency before purchasing any equipment under this Grant.
- D.11. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. State Liability. The Grantor State Agency shall have no liability except as specifically provided in this Grant.
- D.13. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.14. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.15. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Grantor State Agency:

David Lewis, Grant Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1200
 Nashville, TN 37243-1102
 Email: David.W.Lewis@tn.gov
 Telephone: 615-532-2988
 Fax: 615-532-2989

The Grantee:

Dereck Stewart, Captain
 Tennessee Highway Patrol
 1150 Foster Ave
 Nashville, TN 37249
 Email: dereck.stewart@tn.gov
 Telephone: 615-251-5174
 Fax: 615-532-1051

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

- E.3. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and

deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.4. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the

Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.5. Federal Economic Stimulus Funding. This Grant Contract requires the Grantee to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Grantee provides information to the State as required.

The Grantee (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/ , as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/ .
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Grantee, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Grant Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. The Grantee must report on use of Recovery Act funds provided through this Grant Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Grantee must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Grant Contract funded with Recovery Act funds.

- (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
- i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Grant Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Grantee and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Grantee shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Grantee or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Grant Contract or a subcontract; and
 - ii. to interview any officer or employee of the Grantee or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Grant Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Grantee or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Grant Contract; and
- ii. to interview any officer or employee of the Grantee or any subcontractors regarding such transactions.

(7) **Section 1606 – Wage Rate Requirements.** All laborers and mechanics employed by pursuant to this Grant Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31, of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Grant Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) **Section 1605 – Buy American Requirements for Construction Material – Buy American; Use of American Iron, Steel, and Manufactured Goods.** None of the funds provided by this Grant Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- f. The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- g. If the Grantee enters into one or more subcontracts for any of the services performed under this Grant Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.5., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF SAFETY:



6/25/09

GRANTEE SIGNATURE

DATE

DAVID MITCHELL

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz Jr. / pbt

6/26/09

M. D. GOETZ, JR., COMMISSIONER

DATE

**Office of Criminal Justice Programs
2009-2011 Application for Funding
ATTACHMENT "A"
ARRA JAG**

1. Name and Address of Applicant: Department of Safety 1150 Foster Ave Nashville TN 37249	2. Implementing Agency: Tennessee Highway Patrol 1150 Foster Ave Nashville TN 37249	
3. OCJP ARRA Priority: Innovations In Criminal Investigation		
4. Project Title: Investigative Tools and Equipment		
5. Begin Date: 7/1/2009	6. End Date: 6/30/2011	
7. Federal ID #: 62-6001445		
8. Authorized Official: Commissioner Dave Mitchell 1150 Foster Ave Nashville TN 37249	Phone: 615-251-5166 Fax: 615-253-2091	8.a. E-mail Address: dave.mitchell@tn.gov
9. Project Director: Captain Dereck Stewart 1150 Foster Ave Nashville TN 37249	Phone: 615-251-5174 Fax: 615-532-1051	9.a. E-mail Address: dereck.stewart@tn.gov
10. Fiscal Director: Director Bill Hedge 1150 Foster Ave Nashville TN 37243	Phone: 615-251-5130 Fax: 615-253-2652	10.a. E-mail Address: bill.hedge@tn.gov
11. County or Counties in Which Project Will Operate: State-Wide	11.a. Total Population: 5,962,959 (est. 2005)	
11.b. Age group of target population: Not Applicable	12. U.S. Congressional Districts ALL	
13. List all federal and state grants that your agency currently receives Requested information sent to David Lewis by email.		

PROJECT SCOPE OF SERVICE/NARRATIVE

BYRNE JUSTICE ASSISTANCE ARRA (American Recovery and Reinvestment Act) Innovations in Criminal Investigations

Program Title: Investigative Tools and Equipment

A. Needs, Gaps, Problems:

What needs, gaps or problems will be addressed through this grant? If extending the capacity of an existing grant, tie this description to the Problem or Needs statement of your existing logic model.

The Tennessee Highway Patrol's (THP) Critical Incident Response Team (CIRT) is used primarily in assisting members of the THP in criminal investigations and crashes. Their assistance is frequently called upon by other local, state, and federal agencies in these areas as well in the investigation and processing of crime scenes. The high demand for the CIRT Team and the use of their equipment, along with the innovations in investigative tools, has caused a great need for the CIRT Team to acquire new investigative equipment and software in order to continue providing these services at the highest possible level.

One of the main priorities of the THP is to detect and apprehend criminals on the roadways. In an effort to enhance these capabilities, the THP started utilizing four (4) License Plate Readers (LPR) across the state. These LPRs have been utilized not only for the purposes of THP, but also for local, state, and federal agencies who request our assistance in detecting and apprehending criminals. With such a large jurisdiction to cover and the small number of LPRs that are being used, the THP is unable to provide timely service to all areas of the state that are in need. Another issue is the lack of THP's capability to store data from the LPRs for future examination, and share this information with other agencies. Having this information is beneficial not only to THP, but also to other agencies at every level.

B. Priority Activities:

Which of the Priority Activities listed above will this grant be used to address? Please identify the Priority (or Priorities) by number, and describe your approach for using the ARRA/JAG grant to address the Priorities you have selected.

The ARRA/JAG grant will be used to address the following activities:

1. The purchase of investigative tools and equipment and computer software that will be utilized by the CIRT Team for the thorough investigation and processing of crime and crash scenes;
2. The purchase of sixteen (16) License Plate Readers and a compatible server that will enhance the capabilities of THP to detect criminals and assist other agencies in doing so as well.

C. Impact on Needs, Gaps and Problems:

How do you expect this ARRA/JAG grant to have an impact on these needs or problems? If extending the capacity of an existing grant, tie this description into the Purpose statement of your existing logic model.

The ARRA/JAG grant will enable the purchase of the much needed equipment and software that otherwise would not be possible due to the budget crises that is faced by our department.

D. Positions:

What positions will the grant be used to pay for? What will be the specific responsibilities of each position under the funding provided by this ARRA/JAG grant?

This grant will not be used to pay for positions.

E. Impact:

What has been the impact of the recent economic downturn on your agency? Have you had to reduce or terminate any program components and have you had to lay-off staff or postpone filling vacated positions? Please explain briefly.

The Tennessee Highway Patrol has been burdened a great deal by a mandatory reduction in workforce as well as uncertainty in future reductions, both due to the recent economic downturn. Examples of this are:

- 55 positions were abolished due to a Voluntary Buyout Program;
- 121 THP positions, 110 of which are filled, are hinging on state legislation that is currently being considered;
- Layoffs and furloughs are being considered;
- 80 vacant positions have been frozen because of reversion requirements.

F. Performance Measures:

What information will you gather to demonstrate the results or outcomes of this grant? Also specify here, how this grant will increase the number of jobs or help your program avoid losing jobs.

A comparison of the investigation processes both before and after the implementation of the new equipment will be created to support the need and effectiveness of the investigative equipment and software that resulted from the grant.

Enforcement action taken and assistance rendered to other agencies by use of the license plate readers will be recorded and collected to show results of the grant.

G. Data Gathering:

What method of data collection and reporting tools will you use to gather the information to document activities performed under this grant?

Progress reports are to be prepared and submitted to the Colonel's office by the CIRT Team on a monthly basis, providing information on the use of the newly acquired investigative equipment and software, as well as the assistance rendered to other agencies. The activity produced by the license plate readers will be collected through a form that is to be filled out by the Troopers using the devices. This information will be forwarded to and maintained by the Research, Planning, and Development Division for reporting purposes.

ATTACHMENT A1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 1)

Communications System Upgrade				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2009, and ending 6/30/2010.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award ²	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	412,312.00	0.00	412,312.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$412,312.00	0.00	\$412,312.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: www.state.in.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.

ATTACHMENT A1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

CAPITAL PURCHASE	AMOUNT
License Plate Readers and server	\$336,100.00
Camera & Flash, Canon Digital SLR 7 \$879.00	\$6,153.00
Crash Data Retrieval Readers 2 \$4,875.00	\$9,750.00
Data Collectors 2 \$2,500.00	\$5,000.00
Total Stations 2 \$10,000.00	\$20,000.00
Macro Camera Lens, Canon 50mm f2.5 Macro 4 \$400.00	\$1,600.00
Macro Flash System, Canon Macro Ring Lite MR14EX 4 \$600.00	\$2,400.00
Vericom VC4000DAQ / Advanced Reconstructionist Package** 1 \$6,761.00	\$6,761.00
Vericom VC4000PC Performance Computer 3 \$2,550.00	\$7,650.00
Crime Scene Evidence Collection Kits 17 \$445.00	\$7,565.00
Crash Zone 17 \$450.00	\$7,650.00
AR PRO 7 17 \$99.00	\$1,683.00
TOTAL	\$412,312.00



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF RESOURCE DEVELOPMENT AND SUPPORT
OFFICE OF CRIMINAL JUSTICE PROGRAMS
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L PARKS AVENUE, SUITE 1200
NASHVILLE, TENNESSEE 37243-1102
FAX: 615.532.2989

MARK A. EMKES
COMMISSIONER

December 19, 2011

Bill Gibbons, Commissioner
Tennessee Department of Safety & Homeland Security
312 Rosa Parks Ave
TN Tower 23rd Floor, Commissioner's Suite
Nashville, TN 37243

Dear Commissioner Gibbons:

Enclosed is the contract for your JAG ARRA award.

To accept this grant award, please do the following:

- Print the attached grant contract and have the Authorized Official for your agency sign and date the document in the appropriate place. Use a colored ink, such as blue – **please do not use black ink!**
- The attached certifications should also be completed, signed, dated, and mailed back along with the signed contract.
- Return the contract to this office as soon as possible.

We suggest returning the contract by means which will provide a written record of delivery and receipt, such as "return receipt requested" or delivery which can be tracked (FedEx, UPS, etc.).

After the approval of Commissioner Emkes, a fully-executed contract will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state Inter-unit Voucher system.

Your Program Manager is David Lewis. His phone number is 615-532-2988, and His email address is David.W.Lewis@tn.gov. If we can be of any assistance to you please call us. We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "William J. Scollon".

William J. Scollon
Director

cc: Darrell Miller, Captain
File

**GRANT CONTRACT**

(interdepartmental, cost-reimbursement grant between state agencies
- not including a state college or university)

Begin Date 1/1/2012	End Date 6/30/2012	Agency Tracking # 31701 - 06145	Edison ID		
Grantee Name Tennessee Department of Safety & Homeland Security					
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 16.738			
Service Caption (one line only) JAG ARRA; Equipment and Training Enhancement Project					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012		\$800,000.00			\$800,000.00
TOTAL:		\$800,000.00			\$800,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE - IG</i>	
Speed Chart (optional) FA00001792		Account Code (optional) 71300000			

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF FINANCE AND ADMINISTRATION,
 DIVISION OF RESOURCE DEVELOPMENT AND SUPPORT,
 OFFICE OF CRIMINAL JUSTICE PROGRAMS
 AND
 TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

This Grant, by and between the State of Tennessee, Department of Finance and Administration, Division of Resource Development and Support, Office of Criminal Justice Programs, hereinafter referred to as the "Grantor State Agency" and Tennessee Department of Safety and Homeland Security, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the American Recovery and Reinvestment Act of 2009 Byrne Justice Assistance Grant, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at www.tn.gov/finance/rds/ocjp/manuals.html and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at www.tn.gov/finance/rds/ocjp/manuals.html. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The JAG program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. Program priorities include, but are not limited to, Multi-jurisdictional Drug and Violent Crime Task Forces, Pre-trial Service Delivery, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Innovations in Criminal Investigations, and Victim Services. The following activities will be conducted:
- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their particular OCJP priority area.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning 1/1/2012, and ending on 6/30/2012. The Grantee hereby acknowledges and affirms that the Grantor State Agency shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Grantor State Agency under this Grant Contract exceed Eight Hundred Thousand Dollars (\$800,000.00). The Grant Budget, attached and incorporated hereto as Attachment A-1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.9. Payment of Invoice. A payment by the Grantor State Agency shall not prejudice the Grantor State Agency's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Grantor State Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the Grantor State Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.11. Deductions. The Grantor State Agency reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the Grantor State Agency any amounts, which are or shall become due and payable to the Grantor State Agency by the Grantee.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the Grantor State Agency shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the Grantor State Agency. Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.7. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.8. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.9. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, and if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements. The Grantee shall obtain prior approval from the Grantor State Agency before purchasing any equipment under this Grant.

- D.10. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. State Liability. The Grantor State Agency shall have no liability except as specifically provided in this Grant Contract.
- D.12. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.13. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.14. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Grantor State Agency:

David Lewis, Program Manager
 Department of Finance and Administration
 Division of Resource Development and Support
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1200
 Nashville, Tennessee 37243-1102
 Email: David.W.Lewis@tn.gov
 Telephone: 615-532-2988
 Fax: 615.532.2989

The Grantee:

Darrell Miller, Captain
 1150 Foster Avenue
 Nashville, Tennessee 37243
 Email: darrell.miller@tn.gov
 Telephone: 615-743-4961
 Fax: 615-253-2096

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Procuring State Agency. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the Grantor State Agency's equitable interest therein, to the extent of its *pro rata* share, based upon the Grantor State Agency's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the Grantor State Agency in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the Grantor State Agency in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the Grantor State Agency and the Grantee.

The Grantee hereto grants the Grantor State Agency a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the Grantor State Agency a security interest in said equipment. The Grantee agrees that the Grantor State Agency may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the Grantor State Agency, upon the Grantor State Agency's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the Grantor State Agency may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Grantor State Agency may reasonably require. Without the prior written consent of the Grantor State Agency, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the Grantor State Agency shall have the remedies of a secured party under the Uniform Commercial Code and, at the Grantor State Agency's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract.

The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the Grantor State Agency, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the Grantor State Agency for the *pro rata* amount of the residual value at the time of loss based upon the Grantor State Agency's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the Grantor State Agency for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Grantor State Agency or acquired by the Grantee on behalf of the Grantor State Agency shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the Grantor State Agency to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the Grantor State Agency's information; or, disclosed by the Grantor State Agency to others without restrictions against disclosure. Nothing in this paragraph shall

permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Grantor State Agency or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.6. Federal Economic Stimulus Funding. This Grant Contract requires the Grantee to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Grantee provides information to the State as required.

The Grantee (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Grantee, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Grant Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. The Grantee must report on use of Recovery Act funds provided through this Grant Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Grantee must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Grant Contract funded with Recovery Act funds.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Grant Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Grantee and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) **Section 902 – Access Of Government Accountability Office.** The Grantee shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Grantee or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Grant Contract or a subcontract; and
 - ii. to interview any officer or employee of the Grantee or any of its subcontractors regarding such transactions.
- (5) **Section 1514 – Inspector General Reviews.** Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) **Section 1515 – Access of Offices of Inspector General to Certain Records and Employers.** With respect to this Grant Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Grantee or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Grant Contract; and
 - ii. to interview any officer or employee of the Grantee or any subcontractors regarding such transactions.
- (7) **Section 1606 – Wage Rate Requirements.** All laborers and mechanics employed by pursuant to this Grant Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by

reference.

For purposes of this Grant Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Grant Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- f. The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- g. If the Grantee enters into one or more subcontracts for any of the services performed under this Grant Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this contract section E.6., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Bill Gibbons 12/20/11

 GRANTEE SIGNATURE DATE

Bill Gibbons, Commissioner, TN Dept. of Safety & Homeland Security

 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 MARK A. EMKES, COMMISSIONER DATE

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS
APPLICATION FOR FUNDING
JAG ARRA

INFORMATION ON PERSON COMPLETING THIS FORM: Name & Title: Captain Darrell Miller Phone Number: (615) 743-4961 Email Address: Darrell.Miller@tn.gov		AUTHORIZING AGENCY: Name: Tennessee Department of safety & Homeland Security Address: 1150 Foster Avenue Address: Nashville, Tennessee 37243	
REQUIRED INFORMATION ON AUTHORIZING AGENCY: Federal ID Number (FEIN): 62-6001451 DUNS Number: 878297415 CCR Expiration Date: 03/14/2012 <i>Proof of CCR Registration must be submitted with your application documents. For more details visit https://www.bpn.gov/ccr/</i>		IMPLEMENTING AGENCY: Name: Tennessee Highway Patrol Address: 1150 Foster Avenue Address: Nashville, Tennessee 37243	
WILL YOU HAVE ANY SUBCONTRACTS? <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO			
PROJECT TITLE: Equipment and Training Enhancement Project			
PRIORITY TYPE: Equipment/Training			
CONTRACT START DATE: 1/1/2012		CONTRACT END DATE: 6/30/2012	
AUTHORIZED OFFICIAL: (Name, Title, and Complete Mailing Address) Bill Gibbons, Commissioner Tennessee Department of Safety & Homeland Security 1150 Foster Avenue, Nashville, Tennessee 37243		AUTHORIZED OFFICIAL'S Phone Number: (615) 251-5166 Fax Number: (615) 253-2091	AUTHORIZED OFFICIAL'S E-Mail Address: Bill.Gibbons@tn.gov
PROJECT DIRECTOR: (Name, Title, and Complete Mailing Address) Darrell Miller, Captain Tennessee Department of Safety & Homeland Security 1150 Foster Avenue, Nashville, Tennessee 37243		PROJECT DIRECTOR'S Phone Number: (615) 743-4961 Fax Number: (615) 253-2096	PROJECT DIRECTOR'S E-Mail Address: Darrell.Miller@tn.gov
FINANCIAL DIRECTOR: (Name, Title, and Complete Mailing Address) Bill Hedge, Fiscal Director Tennessee Department of Safety & Homeland Security 1150 Foster Avenue, Nashville, Tennessee 37243		FINANCIAL DIRECTOR'S Phone Number: (615) 251-5130 Fax Number: (615) 532-7623	FINANCIAL DIRECTOR'S E-Mail Address: Bill.Hedge@tn.gov
COUNTY/COUNTIES SERVED (Type ALL if Statewide): ALL			
U.S. CONGRESSIONAL DISTRICT(S): 1, 2, 3, 4, 5, 6, 7, 8, 9.			
LIST ALL FEDERAL AND STATE GRANTS CURRENTLY RECEIVED BY YOUR AGENCY: (Use Additional Paper if Necessary)			
SOURCE:	GRANT NUMBER:	AMOUNT:	
on file at OCJP			

Scope of Services/Project Narrative ARRA Justice Assistance Grant

Equipment and Training Enhancement Project

Funding Needs:

Is your agency TIBRS compliant? YES

List individually the type of equipment that you need and identify how each will benefit your department:

1. Motorcycles. Motorcycles will enable the THP to provide additional services to the public and increase our abilities to effectively enforce traffic laws on roadways.
2. License Plate Readers (LPR's) This equipment will expand the THP's capabilities to apprehend wanted suspects, stolen vehicles, and participate with numerous other law enforcement agencies in the sharing of information regarding wants and warrants, BOLO's and welfare checks.
3. LED Flashlights: This equipment will be utilized by all Troopers. It is imperative that all Troopers have a reliable flashlight constantly available for use during hours of darkness. Technology has made LED flashlights available and this equipment is desperately needed by Troopers.
4. Tough-Book or Lap-Top Computers and Mounts for Patrol Vehicles. This equipment is needed for patrol units in order for Troopers to have access to the numerous data bases that are continually used during the course of each shift. Troopers regularly check criminal histories, wants and warrants and stolen status on vehicles during each shift. With the aid of this equipment, these functions can be performed without the necessity of contacting the dispatcher.
5. Driving Simulator. This equipment will enable the department to more effectively train cadets in defensive-driving skills, which is essential for all police personnel. It will also be used to reevaluate Troopers that have been identified as having an unusually high occurrence of crashes. This equipment could also be used during Annual In-Service Training to provide refresher courses.
6. Firearms Training Simulator (FATS). This Simulator will enable the training staff to provide advanced firearms training to all THP personnel. This equipment is needed to provide training to all levels of the THP; from cadets to career employees. This equipment presents "real-life" situations to Troopers and calls on training skills to know when to exercise the use of deadly force. Nothing is more important to a police officer. It further allows a critique to be performed to enable Troopers to analyze and improve their own skills.
7. Helicopter Refurbishment. The THP's helicopters are in need of refurbishment. These helicopters are in continual use for search and rescue operations, marijuana search and eradication efforts, and damage surveillance of areas devastated by disaster. Over a period of time, the seats, paint and controls have deteriorated and are in need of repair.

List any specific problems you are having with each type of equipment or the justification of the need for additional equipment:

1. Additional Motorcycles are needed to use in areas where traffic volume is heavy and not conducive to patrol car usage. It is much easier to maneuver a motorcycle in such areas and use them for enforcement of traffic law, provide escorts and secure areas. Motorcycles would also be used for special events and special initiatives. Many of the motorcycles currently in use have a great number of miles on them. With the addition of new motorcycles, some of the old ones would be retired.
2. The addition of LPR's will provide enhanced capabilities to Troopers. The THP has been using this equipment for approximately 3 years. We have experienced minimal problems with this equipment and wish to expand current usage.
3. Flashlights currently being used by Troopers have become plagued with charging issues. This stems from the amount of time these items have been in use. Over a period of time, the flashlights have failed to maintain a sufficient charge for extended use. New technology has since become available and the Department seeks to equip Troopers with more reliable, longer burning flashlights. From an officer safety standpoint, in hours of darkness, reliable flashlights are a necessity.
4. Tough Book or Lap Top Computers are necessary for Troopers to conduct assigned duties. Many functions can now be performed by use of Lap Tops, rather than requesting assistance from dispatchers. With a new THP Recruit School scheduled to begin in January 2012, the Department seeks funding to assist with the purchase of this equipment.
5. A Driving Simulator is needed to provide training to all THP personnel. The Department will utilize this Simulator to Train recruits while in the academy and during In-Service Training to provide more in-depth training. This Simulator has been needed for some time. Funding is requested to purchase this Simulator. The Department would immediately begin using it to enhance current training practices.
6. A Firearms Training Simulator is desperately needed to enhance current firearms training practicums. The importance of exposing Troopers to real life scenarios regarding the decision to use deadly force cannot be stressed enough. By providing this training to recruits, it will equip them with additional knowledge and understanding as to when deadly force is justified, and when it is not. This Simulator would also be used for other training purposes to include Annual In-Service Training refresher practicums for all Troopers.
7. Helicopter usage is an integral part of THP functions. Due to the numerous assignments where helicopters are required, much of the equipment has become aged and is in need of repair. The Department will continue to use helicopters and requests funding to repair/refurbish existing ones. This would allow for extended usage and enable the Department to perform the many tasks required of the helicopter.

Identify the number of the Officers in your department who will be using the equipment:

1. The Department will equip four (4) Troopers with motorcycles.
2. The Department will equip eight (8) Troopers with LPR's.
3. The Department will equip ALL Troopers with a Flashlight. Currently, we have 903 authorized positions. Of these, 786 are filled and we currently are interviewing for approximately 75 new Trooper positions. We have asked for funding to purchase 900 flashlights.
4. The Department will equip thirty (30) Troopers with Lap Top Computers.
5. The Department will provide training to ALL Troopers with this equipment. Currently, we have 903 authorized positions. Of these, 786 are filled and we currently are interviewing for approximately 75 new Trooper positions.
6. The Department will provide training to ALL Troopers with this equipment. Currently, we have 903 authorized positions. Of these, 786 are filled and we currently are interviewing for approximately 75 new Trooper positions.
7. The Department will only permit authorized pilots to fly helicopters. Currently, the Department has four (4) pilots, with the intention of adding at least one (1) additional pilot. These Troopers would be the only ones authorized to use this equipment.

Identify the timeline for each piece of equipment including procurement process, site delivery to date it is operational.

1. January through April: Submit Specifications, develop RFP and release to vendors and review proposals from vendors. May-Select vendor and order Motorcycles. June: take delivery of motorcycles.
2. January through March: Vendor currently on State Contract so LPR's to be ordered during this period. April through June: Take delivery, install and deploy all LPR's.
3. January through March: Order and take delivery of flashlights. April through June: Distribute flashlights to all Troopers.
4. January through March: Vendor currently on State Contract so Lap Tops to be ordered during this period. April through June: Take delivery, install and deploy all Lap Tops.
5. January through March: Submit Specifications develop RFP and release to vendors and review proposals from vendors. April: Select vendor and order. May: Take delivery of Driving Simulator. June: Install, set-up, and test Simulator. June, Make simulator fully operational and begin use.
6. January through March: Submit Specifications develop RFP and release to vendors and review proposals from vendors. April: Select vendor and order. May: Take delivery of Fire Arms Training Simulator. June: Install, set-up, and test Simulator. June, Make simulator fully operational and begin use.
7. January: Deliver helicopter to vendor for repairs to commence. February through April: Monitor progress of repairs/refurbishing. May: Take delivery of refurbished helicopter. June: Test and approve all repairs/refurbishment to helicopter.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Tennessee Department of Safety & Homeland Security

FUND SOURCE: ARRA JAG

PROJECT TITLE: Equipment and Training Enhancement Project

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Equipment Refurbish / Maintenance of Helicopter	\$50,000.00
TOTAL	\$50,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
900 LED Flashlights	\$90,000.00
TOTAL	\$90,000.00

CAPITAL PURCHASE	AMOUNT
30 Tough Book Laptops mounted in Patrol Cars to be used for access to numerous databases to run driver's license, registration checks, receive confidential information, and criminal history checks. Also will be utilized to complete crash entry reports as well as various electronic forms for job duties.	\$180,000.00
4 Motorcycles	\$100,000.00
1 Driving Simulator	\$110,000.00
1 Firearms Training Simulator	\$110,000.00
8 License Plate Readers	\$160,000.00
TOTAL	\$660,000.00

**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participation agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENTS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Official: Commissioner Bill Gibbons

Name and Address of Authorizing Agency: Tennessee Department of Safety & Homeland Security
312 Rosa Parks Ave.
TN Tower, 23rd Floor, Commissioner's Suite
Nashville, TN 37243

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Certification: I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please click the box to the left)

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:
Certifying Designee's Title:
Certifying Designee's Address:
Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification


Authorized Signature of the Applicant Agency:

12/20/11
Date:

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, a grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here ____ (Type N/A if not applicable) and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subrecipients shall certify and disclose accordingly.

Name and Title of Authorized Official: Commissioner Bill Gibbons

Name and Address of Authorizing Agency: TN Department of Safety and Homeland Security
312 Rosa Parks Ave, TN Tower 23rd Floor
Nashville, TN 37243


"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

Certification: I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:
Certifying Designee's Title:
Certifying Designee's Address:
Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification


Authorized Signature of the Applicant Agency:

12/20/11
Date:

**TENNESSEE CERTIFICATION OF COMPLIANCE
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS
FOR SUBGRANTS ISSUED BY
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS,
NASHVILLE, TENNESSEE**

***INSTRUCTIONS:** Complete the identifying information below. Read Parts I and II of this form completely, identifying under Part "I", the person responsible for reporting civil rights findings and under Part "II" checking one certification (A, B, C1, C2) that applies to your agency. Please obtain the signature of the Authorized Official at the bottom of page 2, forward a copy of this form to the person identified under Part "I", and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1200, Nashville, Tennessee 37243-1102 with your signed contracts.*

Agency Name:	TN Department of Safety & Homeland Security	Project Director's Name:	Captain Darrell Miller
Agency Address:	312 Rosa Parks Ave, TN Tower 23 rd Floor Nashville, TN 37243	Project Director's Phone:	615-743-4960
Grant Project Title:	JAG ARRA, Equipment and Training Enhancement Project		
Grant Start Date:	1/1/2012	Grant End Date:	6/30/2012
Grant Duration:	6 months	Grant Amount:	\$800,000

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

- I certify that this agency will maintain data (and submit when required) to ensure that our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
- I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these finding, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person responsible for reporting civil rights finding of discrimination, as identified below:

Name:	Title:	Phone:
Address:	City & State:	Zip Code:

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

Check certification box (A, B, C1 or C2 below) that applies: (Only one box may be checked per agency/funding entity.)

- CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) or (3), below, apply.]** This Certification applies to most non-profits and small agencies. Check (1), (2) and/or (3) as they apply to your entity. More than one may apply.

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the US Department of Justice over an 18-month period that includes the above grant duration period, and:

- (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- (2) has less than 50 employees; and/or
- (3) was awarded through this grant from the Tennessee Office of Criminal Justice Programs less than \$25,000 in federal US Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301. et seq.

- CERTIFICATION "B" [EEOP MUST BE ON FILE]**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$25,000, but less than \$500,000 in federal U. S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U. S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., sub part E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Tennessee Office of Criminal Justice Programs or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

- CERTIFICATION "C1" [EEOP MUST BE SUBMITTED]**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$500,000 in federal US Department of Justice funds, but it has not been awarded more than \$1 million cumulatively from all programs administered by the US Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency, to the Office for Civil Rights, Office of Justice Programs, US Department of Justice.

- CERTIFICATION "C2" [EEOP MUST BE SUBMITTED]**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees has been awarded \$1 million cumulatively from all programs administered by the US Department of Justice, including this subgrantee from the Tennessee Office of Criminal Justice Programs, over an 18-month period that includes the above grant duration period.

CERTIFICATION OF REGULATIONS COMPLIANCE (CONTINUED)

(PAGE 3 OF 3)

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency. **(If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)**

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Certification: I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

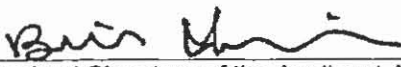
Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification



Authorized Signature of the Applicant Agency:

12/20/11

Date:

DISBURSEMENT OF CONFIDENTIAL FUNDS

This is to certify that I have read, understand, and agree to ensure that the Project and Financial Directors abide by all of the conditions for confidential expenditures as set forth in the OJP Financial Guidelines and/or the Byrne/JAG OCJP Subrecipient Policy Manual.

Name and Title of Authorized Official: Commissioner Bill Gibbons
Name and Address of Authorizing Agency: TN Department of Safety & Homeland Security
312 Rosa Parks Ave, TN Tower 23rd Floor
Nashville, TN 37243

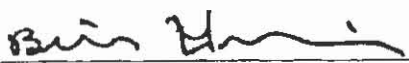
"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

- Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*
- Not Applicable:** If this disbursement of Confidential Funds does not apply to your Grant Project, then *please check the box to the left*

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:
Certifying Designee's Title:
Certifying Designee's Address:
Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification



Authorized Signature of the Applicant Agency:

12/20/11

Date:

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit www.USASpending.gov.

Executive Compensation Reporting: FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; and
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to **complete the remainder of the Certification.**

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Name and Title of Authorized Official: Commissioner Bill Gibbons

Name and Address of Authorizing Agency: TN Department of Safety & Homeland Security
312 Rosa Parks Ave, TN Tower 23rd Floor
Nashville, TN 37243

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."


Certification: I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. *(Please click the box to the left)*

Not Applicable: I certify, by my signature at the end of this form, that the Executive Compensation Reporting requirement does not apply to Authorizing Agency's Grant Project and provide further explanation below. *(Please check the box to the left & provide an explanation below)*
Explanation:

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:
Certifying Designee's Title:
Certifying Designee's Address:
Certifying Designee's Address:

Please complete all certifications, print them, sign & date each certification, and return signed certifications to your OCJP Program Manager by mail.



Authorized Signature of the Applicant Agency:

12/20/11

Date:



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF RESOURCE DEVELOPMENT AND SUPPORT
OFFICE OF CRIMINAL JUSTICE PROGRAMS
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L PARKS AVENUE, SUITE 1200
NASHVILLE, TENNESSEE 37243-1102

Dave Goetz
COMMISSIONER

FAX: 615.532.2989

August 7, 2009

Dave Mitchell, Commissioner
Tennessee Department of Safety
1150 Foster Ave
Nashville, TN 37249

RE: Project Title - 2010ROCJP020 01

Dear Commissioner Mitchell:

The Office of Criminal Justice Programs is pleased to notify you that the American Recovery and Reinvestment Act Justice Assistance Grant Award for your **Investigative Tools and Equipment** project has been signed by Commissioner Goetz and processed by the Office of Business and Finance, within the Department of Finance and Administration. Enclosed in this e-mail is a final signed copy of your contract. This electronic copy will be the only copy you receive.

To assist you in management of this grant please reference the complete contract (attached) as well as the OCJP Administrative Manual that has been developed by OCJP in conjunction with requirements from the Department of Justice. The current manual can be located on the OCJP website at <http://tennessee.gov/finance/rds/ocjp/manuals.html>. Additionally an addendum to this on-line OCJP Administrative Manual will be released soon relating directly to the American Recovery and Reinvestment Act (ARRA) grant dollars.

Please reference your specific grant number identified above when submitting your J type journal vouchers or inter-unit journals for payment. This will allow our Office of Business and Finance to match your J type journal vouchers or inter-unit journals with the correct grant funds.

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, reporting requirements for subrecipients will expand in relation to our standard reporting requirements for OCJP grants. **In particular, the Recovery Act requires detailed quarterly reports that will begin for OCJP subrecipients with the July 1, 2009 – September 30, 2009 quarter. These quarterly reports must be submitted at the end of each calendar quarter for the life of the grant. The time lines on these required reports will be very short. More specific reporting requirements and their time lines will be shared soon.**

As you will remember, as part of the ARRA STOP, VOCA and/or Byrne/JAG solicitations, separate grant tracking and reporting of Recovery Act (ARRA) funds is required and critical. Accounting systems for all OCJP grant subrecipients must ensure funds from any award under the Recovery Act (ARRA) solicitation are not commingled with funds from any other source. Recipients must be prepared to track specific (fiscal and programmatic) benefits attributable to the use of Recovery Act (ARRA) funds.

If we may be of assistance, please contact us. Your Program Manager for this contract is David Lewis. His telephone number is 615-532-2988.

Sincerely,

A handwritten signature in cursive script that reads "Patricia B. Dishman".

Patricia B. Dishman
Director

cc: Dereck Stewart, Captain



TENNESSEE DEPARTMENT OF SAFETY
1150 Foster Avenue
Nashville, Tennessee 37243

PHIL BREDESEN
GOVERNOR

DAVE MITCHELL
COMMISSIONER

December 9, 2009

Mr. John Bissell
Director, Purchasing Division
Department of General Services
24th Floor, Tennessee Tower
Nashville, TN 37243

Dear Director Bissell,

Law enforcement, like everyone else is facing many challenges in today's economy. We are constantly struggling with an increase in the different types of service we provide and overall demands for service versus our limited amount of available manpower and resources.

I am taking this opportunity to respectfully request that a new type of technology be added as a three (3) year stable price Statewide Contract. With the advent of License Plate Readers (LPRs), law enforcement agencies now have the ability to automatically search for specific license plate numbers. This new technology has been proven to dramatically increase the number of license plates checked per shift over the number of plates manually checked by an individual officer. This equipment will enhance departmental operations by enabling us to automatically search for stolen vehicles and vehicles wanted in connection with Amber Alerts, homicides, outstanding warrants, etc.

This new technology has been embraced by internationally recognized organizations such as the International Chiefs of Police (IACP).

Over the next three (3) year period, it anticipated the Department will equip twenty-four (24) patrol vehicles with these systems. Funding for these LPRs is presently available from American Recovery and Reinvestment Act (ARRA) Funds awarded to the Department (Edison ID Number - SFARRAINVST2010).

Mr. John Bissell
December 9, 2009
Page 2

Extensive research and planning has been conducted by the Research, Planning and Development (RPD) Division on this subject. Additionally, testing and evaluation is planned of the successful bidder's system prior to award.

For these reasons, I respectfully request that LPRs be added as a Statewide Contract. Your favorable consideration of this matter would be greatly appreciated. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dave Mitchell".

Commissioner Dave Mitchell




TENNESSEE DEPARTMENT OF SAFETY
1150 Foster Avenue
Nashville, Tennessee 37243

PHIL BREDESEN
GOVERNOR

DAVE MITCHELL
COMMISSIONER

TO: Commissioner Dave Goetz
Department of Finance and Administration

FROM: Commissioner Dave Mitchell 
Department of Safety

DATE: December 9, 2009

SUBJECT: Request to Purchase License Plate Readers

The Tennessee Department of Safety, Tennessee Highway Patrol Division requests permission to purchase License Plate Readers (LPRs) to be installed in patrol cars and certain fixed site locations, such as Interstate Inspection Stations. These LPRs will be used to search for specific license plate numbers. This equipment will enhance departmental operations by enabling us to automatically search for stolen vehicles and vehicles wanted in connection with Amber Alerts, homicides, outstanding warrants, etc.

The Department will purchase these LPRs from a Statewide Contract.

If approved, the Cost Code should be set-up under 349.03. Funding for these LPRs is presently available from American Recovery and Reinvestment Act (ARRA) Funds awarded to the Department.

I respectfully request approval of this purchase. Thank you for your attention to this matter.

RESULTS OF LICENSE PLATE READER RESEARCH

At the conclusion of the research period, two (2) License Plate Reader Systems were identified as being preferred by administrative personnel. These two (2) systems appear to meet our specifications and integrate with our current infrastructure. Compatibility and performance were primary considerations of the research process. For these reasons, it is requested that these two (2) vendors be sent an invitation to bid on the Statewide Contract.

The two (2) vendor's company names and addresses are disclosed below.

ELSAG North America
412 Clock Tower Commons
Brewster, NY 10509
Phone: (866) 967-4900
Fax: (336) 379-7164
E-mail: info@elsagna.com

Federal Signal
804 Innovation Drive
Knoxville, TN 37932
Phone: (865) 392-5540
Fax: (865) 392-5599
E-mail: info@pipstechnology.com

The two (2) compatible makes and models are as follows:

Make: ELSAG
Model: Mobile Plate Hunter-900

Make: FEDERAL SIGNAL
Model: PIPS P362

Thank you for your attention to this matter.

Additional LPR Information

Three (3) Year Technology Contract

<u>Estimates per Fiscal Year:</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>
Number of Units Per Year	16	4	4
Price Per Year	320,000	80,000	80,000
Funding in Each Fiscal Year	*336,100	Unknown	Unknown

*American Recovery and Reinvestment Act (ARRA) Funds

License Plate Recognition System Specifications 10/12/09

Scope:

The purpose for these specifications is to establish a License Plate Reader (LPR) system contract for the Tennessee Department of Safety. These systems will be used during routine patrol, searches for missing/wanted persons and other incidents.

General Specifications:

A. Hardware:

1. The system must have the capability of supporting a minimum of four (4) cameras operating simultaneously to match license plates.
2. The system must be comprised of a minimum of four (4) self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.
3. The cameras must be mounted externally and have a dual lens configuration in a single camera housing featuring *both* an Infrared (IR) lens for license plate capture *and* a color overview image of the vehicle for verification purposes.
4. The Infrared (IR) Light Emitting Diodes (LED) must be "pulsed" to enhance license plate capture.
5. There must be no moving parts in the dual-lens cameras.
6. Each dual lens camera must be capable of capturing up to 60 frames per second.
7. The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 8 feet to 30 feet.
8. Each camera must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.
9. The cameras must utilize a Software Camera Controller to facilitate the selection of the optimum settings for the Flash, Gain and Shutter. Once configured by the System Administration or the vendor, all settings must be automated in each camera.

10. The camera system shall be designed for both temporary and permanent mounting in a low profile manner. The vendor must provide mounting brackets that attach to the patrol vehicle's emergency lightbar and those that can be installed on unmarked units, or patrol vehicles with no roof-mounted lightbar. In addition to mounting systems for marked and unmarked patrol vehicles, the vendor shall also provide magnetic mounts that are made specifically for the cameras and are designed to be used for temporary deployment of the system. A covert enclosure shall also be included for use in surveillance or other operations where it is necessary to camouflage the camera(s) from view.
11. All camera mounting bracket systems must be furnished by the vendor including the camera mounting bracket systems that attach to the patrol vehicle or emergency light bar.
12. All camera cabling, camera connectors, and all of the required components must be manufactured or assembled by the vendor.
13. The LPR Processor must have a "self trigger mode" to detect the presence of lawfully mounted vehicle license plates in the cameras' Field of View (FOV).
14. The LPR Processor must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut-down each time the patrol vehicle's ignition is turned on and turned off.
15. The LPR Processor must control the power supplied to the cameras and provide video connection points for simplified system wiring.
16. The LPR Processor must have an operating input range of 10.5-16.5V DC at 90W.
17. At a minimum, the LPR Processor must utilize a ruggedized, 20 GB Hard Disk Drive. As an option, the LPR Processor must be available with a minimum 1.1 GB Solid State Hard Drive.
18. The LPR Processor must be capable of being mounted in a fixed or temporary location within the patrol vehicle and should be designed to meet the environmental conditions associated with a trunk-mounted unit.
19. When the system is configured to utilize an independent LPR Processor, the LPR Processor and the cameras must be developed, manufactured and supported by the same vendor.
20. The system must provide the department with the ability to integrate to their existing Mobile Data Terminal (MDT) or Mobile Data Computer (MDC) using Client – Server technology in order to minimize processor usage on their existing MDT or MDC.
21. The power supply for the system must be provided.

B. Client (In-Vehicle) Software:

1. The application software must be capable of supporting an unlimited number of "hot list" databases, including the National Crime Information Center (NCIC) and the Tennessee Crime Information Center (TCIC) and the ability to read 70% to 95% of all readable license plates, including digitally printed plates, from all 50 U.S. States including vanity plates, multiple plates and half-height characters at a relative speed of 100 mph at a distance between 25 and 75 feet from the patrol vehicle.
2. The System Administrator must have the capability to define the Department's database(s) and assign a color code or other easily recognized delimiter and priority level to each database to be used when a match or "hit" occurs, e.g., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, registered parolees.
3. The application software that resides in the patrol vehicle must provide for a User Name and Password as assigned by the System Administrator.
4. The application software must be responsive in comparing a captured license plate against multiple and voluminous databases with less than a two (2) second response to a query of a database(s) containing up to 10,000,000 records.
5. The system must have the feature that allows "hot list" databases to be created in the field by authorized users and the authorized user must have the capability to add license plate data to the system's database(s) while in the field. All license plate data added by the authorized user will remain a part of the selected database until the database is "overwritten" by the System Administrator or by a new or updated database(s).
6. The system must provide a feature to enable or disable "fuzzy-logic" plate matching in each vehicle to enable the system to match common number character issues, e.g., 0/O and 8/B, or unknown characters. This feature can be enabled or disabled at the user's discretion.
7. The system must provide for the ability to read license plates from up to four (4) dual-lens cameras simultaneously.
8. The system must provide live, simultaneous video display of all of the following data for the two (2) dual-lens cameras as selected by the user:
 - a. The IR License Plate Image;
 - b. The license plate interpretation or system read;
 - c. A corresponding color overview image of the vehicle displaying the captured IR license plate;
 - d. The date and time stamp;
 - e. Identification of the Camera capturing the image; and
 - f. The GPS coordinates for every license plate captured by the system.

9. When the system identifies a "match" or a "hit" of the license plate, the following data must be displayed in a timely manner on the system's Hit Screen:
 - a. The color coded database indicating the name or title of the database where the "match" occurred, and
 - b. All narrative text, if any, from the database where the "match" occurred.
10. The Hit Screen must remain displayed until acknowledged by the user, and while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.
11. If so configured within the back-office by the System Administrator, the user may also be required to select a disposition button on the Hit Screen. These Dispositions are determined by the System Administrator and may be used in reporting the result of the hit (arrest, vehicle parked, vehicle recovered, etc.).
12. In the event that a subsequent "match or hit" should occur while the original Hit Screen is displayed to the user, the system must alert the user that a second or subsequent "hit" occurred and the system is waiting for the user's intervention.
13. The system must provide a touch screen feature to enlarge the vehicle's color overview image so that it can be examined by the user in order to gain additional information or the verification of information.
14. The system must provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.
15. The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at the time.
16. The system must provide the user with the capability to mark a license plate read as a "misread."
17. The system must provide the user with the capability to manually enter a license plate for the purpose of searching that license plate against the system's database(s).
18. The system must provide the user with the capability to review all of the following:
 - a. "Hits";
 - b. License plate images and associated data;
 - c. License plate searches performed by the officer indicating the date and time the search was conducted;
 - d. Pictures; and
 - e. Misreads.

19. The system must provide the user with the ability to query the client software application to determine if a particular license plate has been captured in the system. If the license plate data is in the system, the user must have the ability to review each license plate captured and the associated system data displayed on the Review Screen to include:
 - a. The IR License Plate Image;
 - b. The corresponding color overview image of the vehicle;
 - c. The date and time stamp; and
 - d. The GPS coordinates.
20. The system must provide the ability to add notes to the "hit" record for permanent storage and subsequent retrieval.
21. The system must be capable of capturing license plates in any of the following modes:
 - a. an adjacent lane on either side of the patrol vehicle while driving through traffic and/or parking lots;
 - b. traffic in an adjacent lane while parked on the side or shoulder of a roadway;
 - c. any parking application from parallel to perpendicular parked car orientation with respect to the movement of the patrol vehicle, and
 - d. an adjacent lane to capture the rear license plate of the vehicle as it passes the patrol vehicle or vice versa.
22. The camera configuration must be capable of switching from one monitoring mode to another via the software application by "pressing" the corresponding on-screen function button.
23. The system must have the capability to capture a still image of importance at the user's discretion using the color overview camera(s).

C. Server Software (Back-Office):

1. As part of the overall system and functionality, a customizable back-office software application must be provided so the Department can manage all the data collected by the various LPR deployment (client applications), manage the database functions and manage the user administration functions.
2. The system must provide the ability to customize the client application screens and alarms based on system "hits".
3. The system must provide the ability to assign priorities to the various databases utilized by each Law Enforcement Agency.
4. The system must provide for back-office data connectivity compatible with a host of other LPR vendors as well as existing systems already in place within the Department.

5. The system must provide the System Administrator with the ability to import national and local databases from a website, File Transfer Protocol (FTP) location or network address.
6. The system shall allow for the option of automatically updating all "hot list" databases from the originating website, FTP or network location.
7. The system shall allow for the option of configurable disposition buttons to be pushed on the client application. These dispositions are determined by the System Administrator, and when enabled, require the user to enter a disposition prior to clearing the Hit Screen (arrest, vehicle parked, vehicle recovered, etc). This information is fed back into the server application for reporting purposes.
8. The system must provide application security via a User Name and Password for each user as determined by the System Administrator.
9. The system must provide the System Administrator with the ability to assign various user access levels based upon user responsibilities.
10. The system must provide remote web access to stored data for analysis and reporting.
11. The system must provide "quick click" reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or user login ID.
12. The system must provide the ability to perform a full or partial license plate query against the databases.
13. The system must provide the ability to query for license plate data based upon time, date, location and user.
14. The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.
15. The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.
16. The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits".
17. The system must provide multiple methods for downloading and uploading information between the patrol vehicle and the back-office application including USB, wired and wireless LAN connections and broadband and must be capable of updating information in real-time.
18. The system must provide a server network environment to facilitate the sharing of data.
19. The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.
20. Data and images stored in the system must have the capability to be printed as determined by the System Administrator.

21. A "Print to PDF" function must be provided within the application for reads, "hits" and reports.
22. The system must provide a method for automatically purging data based upon the System Administrator's specifications.

D. General Requirements:

1. The system must be compatible with existing computer equipment and software, both in the patrol vehicle and the back-office.
2. The system software must work on Windows XP Service Pack 3 or later version and Internet Explorer 7 Service Pack 1 or later.
3. The system shall operate without interference from, nor interfering with, the surrounding environment such as radio and television broadcasts, police or military communications and transmitters on vehicles such as cellular telephones and CB radios.
4. The included system software shall be secure and free of virus or other malicious codes.
5. The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed specifically for the State of Tennessee.
6. As part of the vendor's system maintenance agreement with the customer, OCR updates and/or revisions must be provided to address changes in the state's license plates during the term of the maintenance agreement.
7. The system must have the capability to read 70% to 95% of all readable license plates, including digitally printed plates, from all 50 U.S. States including vanity plates, multiple plates and half-height characters at a relative speed of 100 mph at a distance between 25 and 75 feet from the patrol vehicle, in both daylight and darkness.
8. The system must provide effective license plate capture at night with no external lighting required, other than that lighting which is integrated with the system, i.e. IR Illumination.
9. The system must include a rugged travel case in which all pieces of the system shall fit for storage and transport purposes.
10. The vendor must provide on-site system training for the system users and the System Administrator(s).
11. The vendor must provide system installation and/or system installation oversight based upon the Department's requirements.
12. All system documentation must be furnished in electronic format.
13. The manufacturer must have the ability to provide LPR cameras for fixed site monitoring, as well as installation services for these cameras. These fixed site cameras must be compatible with the same software solutions outlined in this bid specification for the mobile system, allowing for the data to be collected in a central location for all mobile and fixed cameras.

14. The agency will specify on the Purchase Order, whether the system will be used in a mobile or fixed site application.

E. Standards and Testing Requirements:

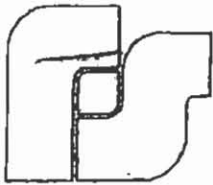
1. The IR cameras and processors must meet "eye safe" certification standards, as established by an international testing agency.
2. The LPR equipment shall be tested to operate in a temperature range of -20°C to +60°C.
3. The IR cameras must be sealed to IP67 Standards.
4. The LPR equipment must meet BS EN 60068 2-27 requirements for Mechanical Shock
5. The LPR equipment must meet Mil. Std. 810F method 516.5, Procedure V requirements for Shock Crash Hazard.
6. The LPR equipment must meet BS EN 50293:2001 and IEC 61000-4-2 1995 requirements for electrostatic discharge.
7. The LPR equipment must meet EN 50293 61000-4-4 standard for Inductive Transient.
8. The LPR equipment must meet Mil. Std. 810F method 505.4, Procedure I for Solar Radiation.
9. The LPR equipment must meet ANSI / UL-94 requirements for Product Flammability.
10. The LPR equipment must meet BS EN 60068-2-30 requirements for "Damp Heat" Extreme Weather Certification.
11. Each shipping package must comply with Mil. Std. 810D Method 514.

F. Testing and Evaluation:

1. The successful bidder will provide six (6) complete test systems furnished at no charge prior to award.
2. Each test system shall be identical to the system the bidder will furnish on contract orders.
3. The successful bidder will install each test system at a location chosen by the agency.
4. The agency will test and evaluate each system for a period of at least one (1) month.
5. At the conclusion of the test and evaluation period, the agency will notify the Purchasing Division of the Department of General Services of the results with an overall indication of Pass or Fail.

G. Maintenance:

1. During the warranty period, the vender will be responsible for all shipping costs to and from the manufacturer.
2. The vendor will provide a maximum fifteen (15) day turn-a-round on repairs from the date of receipt of the item.
3. The vender will assure that repairs are completed within specifications with OEM parts.
4. The vendor will provide the agency technicians a minimum of five (5) days of training in installation and replacement of equipment purchased under this agreement. The training shall include instruction for both mobile and fixed LPR systems.
5. The vendor will provide all firmware and software upgrades during the life of the contract at no additional cost to the agency.



FEDERAL SIGNAL CORP.
Advancing Security and Well-being

INVOICE

PIPS Technology
804 Innovation Drive
Knoxville, TN 37932-2562

Send Payments To:
PIPS Technology Inc
C/O Bank of America
15027 Collection Center Drive
Chicago, IL 60693

WIRE TRANSFERS to:
Bank of America, Chicago, IL
Acct No:
ABA No:

Billing/Credit Inquiry: (865)-392-5540
Fax: (865)-392-5599

Invoice No. 7405
Invoice Date 08-25-10
Our Order No. 4-155

SHIPPER: 6303

Cust Fax:
SHIP TO:
TN DEPT OF SAFETY
SUPPLY SECTION
225 EZEEL PIKE
NASHVILLE, TN 37217
USA

Page 1


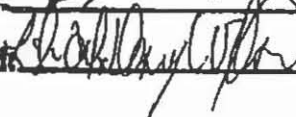
SOLD TO: 1484
TENNESSEE, STATE OF
DEPARTMENT OF SAFETY
1144 FOSTER AVE.
MENZLER NIX BLDG.
NASHVILLE, TN 37210

MARKS Y
WILLIAM WALKER
615-261-5195

REP: 22 REGION: 2

BILL TO NO.	CUSTOMER'S ORDER NO.	TERMS	SHIPPED VIA & TRACKING #	DATE SHIPPED
1484	34901-0000004885	0.00/0/30	FED-X PRIO 179569215000025	08-25-10
	Charge Code: CC2823	KNOXVILLE FREIGHT TERMS: Prepay and Bill		

ITEM NO.	QUAN. ORDERED	QUAN. BACK ORD.	QUAN. SHIPPED	PART NUMBER / DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	24	0	24	L44CWSV LAW ENFORCE 4-CAMERA ALPR	16895.00	381,480.00
2	24	0	24	AP522000000004 CAMERA MOUNT SYSTEM, 4CAM	0.00	0.00
3	1	0	1	AV06BOSS100USR BOSS BLOCK OF 100	21250.00	21,250.00
SUB-TOTAL						402,730.00
SHIPPING & HANDLING						0.00
INVOICE TOTAL						\$ 402,730.00

Received:  Date: 8/29/10
Approved:  Date: 10/29/10

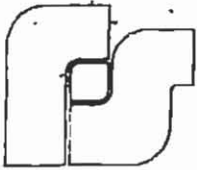
If you wish to receive your invoices via email
please respond to: slakins@federalsignal.com

ORIGINAL

BW

6/8/12

26/7



FEDERAL SIGNAL CORP.
PIPS Technology
804 Innovation Drive
Knoxville, TN 37932-2562

INVOICE

Send Check Payments To:
PIPS Technology Inc
c/o Wells Fargo Bank N.A.
75 Remittance Dr Suite 3281
Chicago, IL 60675-3281

ACH & WIRE transfers to:
PIPS Technology, Inc.
Wells Fargo Bank N.A.
ABA:
Swift Code:
Acct No.:

Billing/Credit Inquiry: (865) 392-5549
Fax: (865) 392 5593

Invoice No. 9535
Invoice Date 05-30-12
Our Order No 5749

SHIPPER: 8348

Cust Fax:
SHIP TO:
TENNESSEE DEPT OF SAFETY
SUPPLY SECTION
ATTN: NON PRESLEY
225 EZELL PINE
NASHVILLE, TN 37217
USA

Page 1

SOLD TO: 1484
TENNESSEE DEPT OF SAFETY
INFO SYSTEMS DIV.
1144 FOSTER AVE.
MENZLER NIX BLDG.
NASHVILLE, TN 37210

MARKS:
NON PRESLEY
6153651034

REP: 27 REGION 2

BILL TO NO.	CUSTOMER'S ORDER NO.	TERMS	SHIPPED VIA & TRACKING #	DATE SHIPPED
1484	349010000013925	0.00/0/30	UPS GRND 12321RV20353692040	05-30-12
	Charge Code CC3801	DESTINATION FREIGHT TERMS: Prepay and Bill		

ITEM NO.	QUAN. ORDERED	QUAN. BACK ORD.	QUAN. SHIPPED	PART NUMBER / DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	8	0	8	L44CWSV LAW ENFORCE 4-CAMERA ALPR	15895.00	127,160.00
2	8	0	8	AP522000000004 CAMERA MOUNT SYSTEM, 4CAM	0.00	0.00
				<p>Approved: <u>Ry Yellow</u> Date: <u>6/5/12</u></p> <p>Approved: <u>Valley Shuffell</u> Date: <u>6-6-12</u></p> <p>128118</p> <p>12925 121220 132490</p> <p>N/A 3490301000</p> <p>11000 19010</p> <p>71204000</p> <p>54127</p> <p>SFJABEQUIR</p> <p>SFJABEQUIPRI2</p> <p>1763-01</p>		
PLEASE SEE & USE NEW REMIT INFO If you wish to receive your invoices via email please respond to: slakins@federalsignal.com					SUB-TOTAL	127,160.00
					SHIPPING & HANDLING	74.48
					INVOICE TOTAL	127,234.48

ORIGINAL

Form Revised May 17th 2012

PC
06/8/12

