



AGENDA
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #039
TUESDAY, AUGUST 28, 2018, 9:30 A.M.
TN TOWER – 3rd FLOOR, NASHVILLE ROOM

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I. Call to Order	--
II. Approve Minutes from June 4, 2018 Meeting (see attached documentation)	4
III. New Business	
Proposed revisions to the following Central Procurement Office documents (see attached documentation):	
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IV.	Other Business	--
V.	Adjournment	--

**MINUTES OF JUNE 4, 2018
MEETING**

MINUTES
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #038
MONDAY, JUNE 4, 2018 – 10:00 A.M.
TN TOWER – 3rd FLOOR – NASHVILLE ROOM

Members in Attendance:

Mike Perry, Buddy Lea, Summer Carr, Bryan Chriske (designated by Comptroller Wilson to attend in Jason Mumpower's absence), Ted Hayden, Stewart Shunk, Sean Newman, Michelle Lane, and Brad Eskind

Members Participating by Telephone:

Lynn Farnham

Others in Attendance:

Paul Krivacka, Don Ivancic, Alex Komisar, Toni Stuart, Jenny Young, Elle Lipinski, Cooper Gallimore, Veronica Peters, Shannon Howell

I. Call to Order: Mr. Mike Perry, Chief Procurement Officer, called the meeting to order and recognized that a quorum of voting members was present.

II. Announcement: Mr. Perry announced that Lynn Farnham, who had joined by phone, is the newest Advisory Council Member appointed by the Fiscal Review Committee Chairman, Senator Ken Yager. He went on to say that as a purchasing agent for Roane County, she brings a lot of experience in procurement in both public and private sector. Mr. Perry wished Ms. Farnham a warm welcome.

III. Minutes from the April 5, 2018 Meeting: Mr. Perry asked if there were any corrections or additions to the minutes from the April 5, 2018 meeting. Seeing none, a motion was made by Mr. Bryan Chriske, Office of the Comptroller of the Treasury, to accept the minutes as presented. The motion was seconded by Mr. Buddy Lea, Assistant Commissioner, Department of Finance and Administration. All members voted in favor – none opposed.

IV. New Business:

Mr. Perry asked Mr. Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to present the following New Business agenda items:

Mr. Krivacka noted that agenda items one (1) and two (2) were very similar, and so asked that they be combined for discussion. There were no objections.

Mr. Krivacka proceeded to present agenda item (1):

(1) *Procurement Procedures Manual of the Central Procurement Office, Section 10.12, Federal Awards Procurement Standards*

Mr. Krivacka summarized the following points with regard to the *Procurement Procedures Manual of the Central Procurement Office, Section 10.12, Federal Awards Procurement Standards* proposal:

- The genesis of this proposal is the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, often referred to as the "Uniform Guidance". These rules govern non-federal entities' procurement, use, and compliance as a condition for receiving federal funds. It applies to all non-federal entities that utilize federal awards under a federally funded program.
- Under 2 C.F.R. § 200.326, compliance with certain federal acts that are listed in the Code of Federal Regulations are applicable whenever federal funds are involved.
- In essence, this proposal brings the *Procurement Procedures Manual* into compliance with the Code of Federal Regulations. The proposal is to add language to the *Procurement Procedures Manual* is as follows:

"For any contracts that include any federal awards, all non-Federal entities receiving such awards must comply with all requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.326."

Mr. Krivacka then proceeded to present agenda item (2):

(2) *Federal Awards Procurement Standards – Optional Purchase Order ("PO") and Configurator Term – NEW*

Mr. Krivacka summarized the following points with regard to the *Federal Awards Procurement Standards – Optional Purchase Order ("PO") and Configurator Term – NEW* proposal:

- This proposal will add optional language to the Configurator and Purchase Orders ("PO") to require a Contractor to comply with the federal awards requirements.
- The proposed language reads as follows:

"Federal Awards Procurement Standards. If applicable, Contractor agrees to comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.326."

- This proposal will place this language in the Purchase Order ("PO") and the Configurator.

Mr. Perry asked for verification that this would apply to any procurement that is federally funded, whole or in part. Mr. Krivacka agreed that this is the case. Mr. Lea stated that it

sounded like the rationale for considering agenda items (1) and (2) together is that they are doing the same thing, one for written contract method and one for use of the electronic Configurator. Mr. Krivacka clarified stating that this is a change to the *Procurement Procedures Manual*, which will give guidance to procurement professionals, where federal funds are involved, whether the Code of Federal Regulations provision applies. The second change would be to add language to both the Configurator and to the Purchase Order ("PO") terms and conditions. Mr. Krivacka also stated that in previous policy sub-committee meetings that additional similar language has been added to both the Grant templates and the Configurator.

Seeing no further discussion on agenda items (1) or (2), Mr. Lea made a motion to recommend the *Procurement Procedures Manual of the Central Procurement Office*, Section 10.12, Federal Awards Procurement Standards proposal and the Federal Awards Procurement Standards – Optional Purchase Order ("PO") and Configurator Term – NEW proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Ted Hayden, Executive Director of Compliance, State of Tennessee Real Estate Asset Management. All members voted in favor – none opposed.

Mr. Perry asked Mr. Krivacka to proceed to present agenda item (3):

(3) Grant Templates and Models – Section E. #. Clean Air Act and Federal Water Pollution Control Act - NEW

Mr. Krivacka summarized the following point with regard to the Grant Templates and Models – Section E. #. Clean Air Act and Federal Water Pollution Control Act – NEW proposal:

- If the Grantee or Contractor is receiving a federal award in excess of \$150,000, the Grantee or Contractor must agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Mr. Krivacka then provided an example stating that if the State has a contract that is federally funded, this might be a provision that would apply if the Clean Air Act or the Federal Water Pollution Control Act were implicated. Mr. Krivacka continued that this language was presented at the last Advisory Council on April 5, 2018, but the instructions have been revised to include the Fee for Goods or Services Contract Template ("FA"), as well as Grant ("GR") Contracts and Models.

Seeing no discussion on agenda item (3), Mr. Chriske, made a motion to recommend the Grant Templates and Models – Section E. #. Clean Air Act and Federal Water Pollution Control Act - NEW proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

Mr. Perry asked Mr. Krivacka to proceed to agenda item (4):

(4) Fee for Goods and Services Template ("FA") – Section E. #. Equal Opportunity

Mr. Krivacka summarized the following points with regard to the Fee for Goods and Services Template ("FA") – Section E #. Equal Opportunity proposal:

- This proposal is associated with compliance with certain federal requirements as it relates to federally or partially federally funded contracts or awards.
- Modifies the current Equal Opportunity clause in the Fee for Goods and Services Template ("FA") and Configurator by adding the language below:

"To the extent applicable the Contractor agrees to comply with 41 C.F.R. § 60-1.4, as that section is amended from time to time during the Term."

- This will ensure that the Contractor is in compliance with Equal Opportunity provisions at the federal level as the regulation is amended from time to time.

Seeing no discussion, Mr. Hayden made a motion to recommend agenda item (4), Fee for Goods and Services Template ("FA") – Section E. #. Equal Opportunity proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

Mr. Krivacka proposed that agenda items (5) and (6) be combined for discussion as they are both insurance provisions. There were no objections.

Mr. Krivacka then proceeded to agenda item (5):

(5) Fee for Goods or Services Template ("FA") – Section D.32, Insurance

Mr. Krivacka summarized the following points with regards to the Fee for Goods or Services Template ("FA") – Section D.32, Insurance proposal:

- The addition of this language further clarifies that the State retains the right to request a certified copy of the full insurance policy from the Contractor. The State typically has not required the full insurance policy, and instead, has relied upon the Certificate of Insurance as proof of Insurance.
- The other proposal concerns a short form insurance verification process. For instance, where the State is employing an independent Contractor or is otherwise seeking to procure low risk goods or services and where the Contractor may not carry, or may not need to carry, the full Commercial General Liability, Workers Compensation, or other Policies. It basically requires verification of Automobile Liability insurance and shows best practices by requiring some level of due diligence even concerning low risk contracts.

Mr. Krivacka continued that an example of this would be allowing local Education agencies to hire retired teachers as Independent Contractors to perform duties related to local schools. It would be inappropriate in this instance to require the independent Contractor to have full Commercial General Liability insurance, etc., because of the dollar amount of the contract, what the Contractor will be doing, and the need to procure those services. The Contractor would probably be exempt due to the five (5) employee threshold under the Workers Compensation statute.

Mr. Krivacka provided an additional point with regards to the Fee for Goods or Services Template ("FA") – Section D.32, Insurance proposal:

- The language is expansive in that it references a right to any insurance carried by the Contractor. An argument could be made that the State has a right to coverage under any insurance policy the Contractor holds. Rather than relying on these good arguments, this proposal will close this loop.

Mr. Krivacka then proceeded to present agenda item (6):

- (6) Fee for Goods or Services Contract Template ("FA") – Section E. #. State Insurance Program - NEW

Mr. Krivacka presented the following point with regard to the Fee for Goods or Services Contract Template ("FA") – Section E. #. State Insurance Program – NEW proposal:

- After doing some research, it was noticed that the State's Risk Management website only shows a new certificate dated 2014. From time-to-time, Contractors have asked the State to provide proof that it is self-insured. This provision will hopefully close the loop on those arguments and provide Contractors comfort that the State is indeed self-insured.

Mr. Chriske asked for confirmation that the option in agenda item (5) and (6) will require approval from the Central Procurement's Office Risk Management before they are inserted. Mr. Krivacka confirmed that this was indeed the intent.

Seeing no further discussion, Mr. Lea made a motion to recommend agenda items (5) and (6) the Fee for Goods or Services Template ("FA") – Section D.32 Insurance proposal and the Fee for Goods or Services Contract Template ("FA") – Section E. #. State Insurance Program - NEW proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Chriske. All members voted in favor – none opposed.

V. Other Business: Mr. Perry asked if there was any other business to be brought before the Council and saw none.

VI. Adjournment: Seeing no other business, a motion for adjournment was made by Mr. Chriske and seconded by Mr. Perry. All members voted in favor – none opposed; whereupon the June 4, 2018 Advisory Council meeting was adjourned.

**FEE FOR GOODS OR SERVICES
CONTRACT (“FA”) TEMPLATE AND NO
COST CONTRACT (“NC”) FOR
CONTRACTORS MODEL – SECTION E.
#., CONTRACTOR HOSTED SERVICES
REQUIREMENTS AND CONFIDENTIAL
DATA OPTIONS**

REQUEST: Replace the current instructional and optional language with the following in the FA and NC Contract Templates.

Contractor Hosted Services Requirements and Confidential Data Options

General Instructions:

If the contract will allow a Contractor or Subcontractor to host State services or State data in the cloud (e.g., Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS)), then follow the instructions as described in the various options below. Include all applicable sections, renumbering as may be appropriate.

Section E.#.a: Confidential State Data

If the Contractor or Subcontractor will host data that is deemed confidential by State or Federal statute or regulation, or process data per the payment card industry (Confidential State Data), including data in transit, include Section E.#.a. If there is any type of Confidential State Data, also include the standard language covering Disclosure of Personally Identifiable Information (PII) from the Section E options provided in the FA Template.

Section E.#.b and c. Minimum Requirements and Comptroller Audit Requirements

Include Section E.#.b as minimum Strategic Technology Solutions (STS) requirements and Section E.#.c as minimum Comptroller audit requirements for all contracts where the Contractor or any Subcontractors will host State services or State data in the cloud (e.g., SaaS, IaaS, PaaS).

Section E.#.e: CAFR or Single Audit Requirements

Add Section E.#.e as an additional Comptroller audit requirement, if the Contractor or Subcontractor will host services that store or process State financial or other data that (1) is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or (2) is used for demonstrating compliance with the requirements of Title 2, Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). The Contractor must provide to the State a System and Organization Controls (SOC) 1 Type II or SOC 2 Type II audit report annually. The Contractor must also verify that all Subcontractors, including data center vendors, successfully complete and provide to the State an annual SOC Type II audit report. Additionally, the State should consider obtaining and reviewing the latest available SOC report for the Contractor and Subcontractor prior to the awarding of the Contract. This requirement should be added to the solicitation Technical Response requirements.

If Section E.#.e, CAFR or Single Audit Requirements is included, remove Section E.#.a.3 unless the contract will involve CJIS data, FTI data, or CMS data, which requires replacing E.#.a.3 as described in the options below. In this case, both a SOC Type II audit report and FEDRAMP authorization are required.

Please direct any questions regarding these requirements to STS, Security Area, or the Comptroller's Office, Office of Management Services. Direct any questions regarding the types of Confidential State Data to STS, Security Area.

Criminal Justice Information Services ("CJIS") Data

The contracting state agency must obtain prior approval from the Tennessee Bureau of Investigation ("TBI") before contracting for external hosting of CJIS data.

Health Insurance Portability and Accountability Act ("HIPAA") Data

Keep all language in E.#.a, and do the following:

Contractor must enter into a Business Associate Agreement (BAA) with the State. Therefore, include as a contract attachment a BAA agreement. Please visit the following website link, available on TEAM TN, for the "[HIPAA Business Associate Agreement Example](#)."

General Requirements

E.#. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration

Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation

of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **[NUMBER OF HOURS/MINUTES]**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **[NUMBER OF HOURS/MINUTES]**
 - (2) The Contractor **and the Subcontractor(s)** shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

Option: Minimum Requirements

Delete and Replace the standard (b)(1), referring to a URL, if the State's Enterprise Information Security Policy will be included as a Contract Attachment.

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies. The State's Enterprise Information Security Policies document is attached to this Contract at Attachment Reference.

Option: CAFR or Single Audit Requirements

If the contract will involve applications that store or process State financial or other data that is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or for demonstrating compliance with Uniform Guidance, include Section E.#.e.

- e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

Option: Federal Risk and Authorization Management Program ("FedRAMP")

If the contract will involve CJIS data, FTI data, or CMS data include all of the General Requirements above, except replace section E.#.a.(3) with the following and add each additional requirement as applicable.

- (3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall

mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request.

Option: Federal Tax Information ("FTI") Data

If the contract will contain FTI data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above. Also include the FTI attachment contained elsewhere in this FA Template.

Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

Option: Centers for Medicare and Medicaid Services ("CMS") Data

If the contract will involve CMS data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above:

Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

Option: Payment Card Industry ("PCI") Data

If the contract will involve PCI data, include all of the General Requirements above, and add the following as section E.#.a.(5):

(5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

**GRANT (“GR”) AND GOVERNMENTAL
GRANT (“GG”) TEMPLATES – SECTION
E. #., GRANTEE HOSTED SERVICES
REQUIREMENTS AND CONFIDENTIAL
DATA OPTIONS**

NEW

REQUEST: Add Grantee Hosted Services Requirements and Confidential Data Options as an optional term in the GR and GG Templates.

Option: Grantee Hosted Services Requirements and Confidential Data Options

Only use with prior approval and endorsement of Strategic Technology Solutions (STS).

Grantee Hosted Services Requirements and Confidential Data Options

General Instructions:

If the grant contract will allow a Grantee or subcontractor to host State services or State data in the cloud (e.g., Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS)), then follow the instructions as described in the various options below. Include all applicable sections, renumbering as may be appropriate.

Section E.#.a: Confidential State Data

If the Grantee or any approved subcontractor will host data that is deemed confidential by State or Federal statute or regulation, or process data per the payment card industry (Confidential State Data), including data in transit, include Section E.#.a. If there is any type of Confidential State Data, also include the standard language covering Disclosure of Personally Identifiable Information (PII) from the Section E options provided in the FA Template.

Section E.#.b and c. Minimum Requirements and Comptroller Audit Requirements

Include Section E.#.b as minimum Strategic Technology Solutions (STS) requirements and Section E.#.c as minimum Comptroller audit requirements for all contracts where the Grantee or any subcontractors will host State services or State data in the cloud (e.g., SaaS, IaaS, PaaS).

Section E.#.e: CAFR or Single Audit Requirements

Add Section E.#.e as an additional Comptroller audit requirement, if the Grantee or subcontractor will host services that store or process State financial or other data that (1) is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or (2) is used for demonstrating compliance with the requirements of Title 2, Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). The Grantee must provide to the State a System and Organization Controls (SOC) 1 Type II or SOC 2 Type II audit report annually. The Grantee must also verify that all subcontractors, including data center vendors, successfully complete and provide to the State an annual SOC Type II audit report. Additionally, the State should consider obtaining and reviewing the latest available SOC report for the Grantee and subcontractor prior to the awarding of the Contract. This requirement should be added to the solicitation Technical Response requirements.

If Section E.#.e, CAFR or Single Audit Requirements is included, remove Section E.#.a.3 unless the contract will involve CJIS data, FTI data, or CMS data, which requires replacing E.#.a.3 as described in the options below. In this case, both a SOC Type II audit report and FEDRAMP authorization are required.

Please direct any questions regarding these requirements to STS, Security Area, or the Comptroller's Office, Office of Management Services. Direct any questions regarding the types of Confidential State Data to STS, Security Area.

Criminal Justice Information Services (“CJIS”) Data

The contracting state agency must obtain prior approval from the Tennessee Bureau of Investigation (“TBI”) before contracting for external hosting of CJIS data.

Health Insurance Portability and Accountability Act (“HIPAA”) Data

Keep all language in E.#.a, and do the following:

Grantee must enter into a Business Associate Agreement (BAA) with the State. Therefore, include as a contract attachment a BAA agreement. Please visit the following website link, available on TEAM TN, for the “HIPAA Business Associate Agreement Example.”

General Requirements

<p>E.#. Grantee Hosted Services Confidential Data, Audit, and Other Requirements</p> <p>a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:</p> <ol style="list-style-type: none">(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.(3) The Grantee and the Grantee’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee’s and subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor. <p>If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.</p> <p>No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.</p> <ol style="list-style-type: none">(4) The Grantee must annually perform Penetration Tests and Vulnerability
--

Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and

procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [NUMBER OF HOURS/MINUTES]
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [NUMBER OF HOURS/MINUTES]
 - (2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

Option: Minimum Requirements

Delete and Replace the standard (b)(1), referring to a URL, if the State's Enterprise Information Security Policy will be included as a Contract Attachment.

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies. The State's Enterprise Information Security Policies document is attached to this Grant Contract at Attachment Reference.

Option: CAFR or Single Audit Requirements

If the grant contract will involve applications that store or process State financial or other data that is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or for demonstrating compliance with Uniform Guidance, include Section E.#.e.

- e. The Grantee and any subcontractor used by the Grantee to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide the State with the Grantee's and subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee and subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

Option: Federal Risk and Authorization Management Program ("FedRAMP")

If the grant contract will involve CJIS data, FTI data, or CMS data include all of the General Requirements above, except replace section E.#.a.(3) with the following and add each additional requirement as applicable.

- (3) The Grantee shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Grantee's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous

monitoring for cloud products and services, and has certified that the Grantee meets FedRAMP standards. Information technology "Infrastructure" shall mean the Grantee's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Grantee shall provide proof of current certification annually and upon State request.

Option: Federal Tax Information ("FTI") Data

If the grant contract will contain FTI data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above. Also include the FTI attachment contained elsewhere in this FA Template.

Grantee shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

Option: Centers for Medicare and Medicaid Services ("CMS") Data

If the grant contract will involve CMS data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above:

Grantee shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

Option: Payment Card Industry ("PCI") Data

If the grant contract will involve PCI data, include all of the General Requirements above, and add the following as section E.#.a.(5):

(5) Grantee shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

**CONTRACT AMENDMENT TEMPLATE
OPTION – EFFECTIVE DATE ONCE
APPROVED**

REDLINE

CONTRACT AMENDMENT TEMPLATE

This template prescribes the format and content for a fee-for-service, no cost, or revenue type contract amendment. Documents of this type must adhere to this template with revisions only in accordance with an approved rule exception request.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., State Agency Name, amount, will/will not) as indicated and with conforming font and color.

CONTRACT AMENDMENT COVER SHEET

Complete the Contract Amendment Cover Sheet fields as indicated within the template and the following field directions. Note some fields are not applicable to statewide contracts or other contracts created in Edison.

- Agency Tracking #* unique tracking number comprised of: 5-digit business unit # + unique, 5-digit #
example: 31707-12345
- Increase/Decrease* amount by which the maximum liability will change pursuant to this amendment;
express the amount as a negative number using "(")" symbols if the maximum liability is
decreased; express it as "0" if there is no change in the total contract amount
- Funding* amounts by fiscal year and funding source with row and column totals;
contract maximum liability MUST equal the sum of the TOTAL Contract Amount column
(i.e., the grand total amount for all fiscal years and all sources of funding)

A Contract Amendment Cover Sheet properly completed and in accordance the template is required for every copy of the contracting document.

PREAMBLE

Add additional information only if necessary.

If the amendment involves a contractor name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- #. Contract section Reference is deleted in its entirety and replaced with the following:
 - #. New Text — include ALL of the deleted language that continues to be necessary after this amendment

Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- #. Contract Attachment Reference is deleted in its entirety and replaced with the new attachment Same Reference attached hereto.

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Contract section **New Section Reference**.
- #. **New Text**

Option: Add Attachment

Use the following to add a new attachment.

- #. Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Contractor Name Amendment

Documentation to evidence the legitimacy of the name change is required for approval.

Use the following to change the contractor's name.

- #. The following is added as Contract section E. **New Sub-Section Number.:**
- E.#. Contractor Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

EFFECTIVE DATE

The effective date of an amendment should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

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SIGNATURES

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section. The Contractor's signature must be acquired prior to any signature on behalf of the State.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #		
Contractor Legal Entity Name			Edison Vendor ID		
Amendment Purpose & Effect(s)					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input type="checkbox"/> NO		End Date:			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
American Recovery and Reinvestment Act (ARRA) Funding: <input 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.			CPO USE		
Speed Chart (optional)	Account Code (optional)				

**AMENDMENT NUMBER
OF CONTRACT ASSIGNED NUMBER**

This Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Amendment Section(s) — Refer to Model Instructions

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

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE AGENCY NAME:

AGENCY HEAD NAME & TITLE

DATE

**CONTRACT AMENDMENT TEMPLATE
OPTION – EFFECTIVE DATE ONCE
APPROVED**

CLEAN

CONTRACT AMENDMENT TEMPLATE

This template prescribes the format and content for a fee-for-service, no cost, or revenue type contract amendment. Documents of this type must adhere to this template with revisions only in accordance with an approved rule exception request.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name, amount, will/will not**) as indicated and with conforming font and color.

CONTRACT AMENDMENT COVER SHEET

Complete the Contract Amendment Cover Sheet fields as indicated within the template and the following field directions. Note some fields are not applicable to statewide contracts or other contracts created in Edison.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the maximum liability will change pursuant to this amendment; express the amount as a negative number using "()" symbols if the maximum liability is decreased; express it as "0" if there is no change in the total contract amount
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

A Contract Amendment Cover Sheet properly completed and in accordance the template is required for every copy of the contracting document.

PREAMBLE

Add additional information only if necessary.

If the amendment involves a contractor name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- #. Contract section **Reference** is deleted in its entirety and replaced with the following:
- #. **New Text — include ALL of the deleted language that continues to be necessary after this amendment**

Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- #. Contract Attachment **Reference** is deleted in its entirety and replaced with the new attachment **Same Reference** attached hereto.

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Contract section **New Section Reference**.
- #. **New Text**

Option: Add Attachment

Use the following to add a new attachment.

- #. Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Contractor Name Amendment

Documentation to evidence the legitimacy of the name change is required for approval.

Use the following to change the contractor's name.

- #. The following is added as Contract section E. **New Sub-Section Number**:
- E.#. Contractor Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

EFFECTIVE DATE

The effective date of an amendment should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

SIGNATURES

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section. The Contractor's signature must be acquired prior to any signature on behalf of the State.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #		
Contractor Legal Entity Name			Edison Vendor ID		
Amendment Purpose & Effect(s)					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input type="checkbox"/> NO		End Date:			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
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>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT NUMBER
OF CONTRACT ASSIGNED NUMBER**

This Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Amendment Section(s) — Refer to Model Instructions

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

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE AGENCY NAME:

AGENCY HEAD NAME & TITLE

DATE

**GRANT (“GR”) AND GOVERNMENTAL
GRANT (“GG”) AMENDMENT
TEMPLATE OPTION – EFFECTIVE
DATE ONCE APPROVED**

REDLINE

AMEND-G MODELTEMPLATE

This [template model](#) prescribes the format and content for a cost-reimbursement or endowment type grant contract amendment.

Documents of this type must adhere to this [modeltemplate \(or the model version dated 7-1-11\)](#) with revisions only as instructions permit. Insignificant deviations from this [modeltemplate](#), while always subject to disapproval, will, typically, not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute selected rule exception(s) as may be necessary.

ENDOWMENT GRANT NOTICE: In an endowment grant, the award of funds as a lump sum advanced payment or property conveyed upon approval of the contract, either of which is to be substantially free of conditions beyond the cited purpose, is contrary to post-approval revision. Therefore, approval will NOT, typically, NOT be recommended for any endowment grant amendment.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., *State Agency Name, amount, will/will not*) as indicated and with conforming font and color.

Complete summary cover fields as indicated within the template and the following field directions.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the maximum liability will change pursuant to this amendment; express the amount as a negative number using "()" symbols if the maximum liability is decreased; express it as "0" if there is no change in the total contract amount
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years & all sources of funding)

A summary cover properly completed and in accordance the [model template](#) is required for every copy of the contracting document.

PREAMBLE

Add additional information only if necessary.

If the amendment involves a grantee name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- #. Grant Contract section **Reference** is deleted in its entirety and replaced with the following:
- #. **New Text** — include ALL of the deleted language that continues to be necessary after this amendment

Option: Delete & Replace Attachment

For Grant Budget revisions & additions, the easiest way to revise a grant budget attachment is to delete and replace it with a new grant budget attachment (using the same attachment name so that references to it do not have to be amended). However, in an amendment to extend the period of the grant, the original grant budget information may still be applicable for the stated period (and, therefore, should not be deleted or replaced). In which case, the amendment objective may be achieved by adding a new grant budget

attachment for the new period and amending grant contract text to include references to both the old and new budget attachments as appropriate.

Use the following to delete and replace an existing attachment.

- #. Grant Contract Attachment **Reference** is deleted in its entirety and replaced with the new attachment **Same Reference** attached hereto.

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Grant Contract section **New Section Reference**.

#. **New Text**

Option: Add Attachment

Use the following to add a new attachment.

- #. Grant Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Grantee Name Amendment

Documentation to evidence the legitimacy of the name change is required for approval.

Use the following to change the grantee's name.

- #. The following is added as Grant Contract section E.**New Sub-Section Number.**:

E.#. **Grantee Name**. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

EFFECTIVE DATE

The effective date of an amendment may NOT be retroactive (e.g., before the date that the amendment is submitted for Edison approval routing).

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

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SIGNATURES

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section.



GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #		
Contractor Legal Entity Name			Edison Vendor ID		
Amendment Purpose & Effect(s)					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input type="checkbox"/> NO		End Date:			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
American Recovery and Reinvestment Act (ARRA) Funding: <input 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.			OCR CPO USE		
			Speed Chart (optional)		Account Code (optional)

**AMENDMENT NUMBER
OF GRANT CONTRACT ASSIGNED NUMBER**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

Amendment Section(s) — Refer to Model-Template Instructions

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

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

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE AGENCY NAME:

AGENCY HEAD NAME & TITLE

DATE

**GRANT (“GR”) AND GOVERNMENTAL
GRANT (“GG”) AMENDMENT
TEMPLATE OPTION – EFFECTIVE
DATE ONCE APPROVED**

CLEAN

AMEND-G TEMPLATE

This template prescribes the format and content for a cost-reimbursement or endowment type grant contract amendment. Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always subject to disapproval, will, typically, not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute selected rule exception(s) as may be necessary.

ENDOWMENT GRANT NOTICE: In an endowment grant, the award of funds as a lump sum advanced payment or property conveyed upon approval of the contract, either of which is to be substantially free of conditions beyond the cited purpose, is contrary to post-approval revision. Therefore, approval will typically NOT be recommended for any endowment grant amendment.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name, amount, will/will not**) as indicated and with conforming font and color.

Complete summary cover fields as indicated within the template and the following field directions.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the maximum liability will change pursuant to this amendment; express the amount as a negative number using "(" symbols if the maximum liability is decreased; express it as "0" if there is no change in the total contract amount
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years & all sources of funding)

A summary cover properly completed and in accordance the template is required for every copy of the contracting document.

PREAMBLE

Add additional information only if necessary.

If the amendment involves a grantee name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- #. Grant Contract section **Reference** is deleted in its entirety and replaced with the following:
- #. **New Text — include ALL of the deleted language that continues to be necessary after this amendment**

Option: Delete & Replace Attachment

For Grant Budget revisions & additions, the easiest way to revise a grant budget attachment is to delete and replace it with a new grant budget attachment (using the same attachment name so that references to it do not have to be amended). However, in an amendment to extend the period of the grant, the original grant budget information may still be applicable for the stated period (and, therefore, should not be deleted or replaced). In which case, the amendment objective may be achieved by adding a new grant budget attachment for the new period and amending grant contract text to include references to both the old and new budget attachments as appropriate.

Use the following to delete and replace an existing attachment.

- #. Grant Contract Attachment **Reference** is deleted in its entirety and replaced with the new attachment **Same Reference** attached hereto.

Option: Add Section

| Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Grant Contract section **New Section Reference**.

#. **New Text**

Option: Add Attachment

Use the following to add a new attachment.

- #. Grant Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Grantee Name Amendment

| Documentation to evidence the legitimacy of the name change is required for approval.

Use the following to change the grantee's name.

- #. The following is added as Grant Contract section E.**New Sub-Section Number**::

E.#. Grantee Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

EFFECTIVE DATE

| The effective date of an amendment may NOT be retroactive (e.g., before the date that the amendment is submitted for Edison approval routing).

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

SIGNATURES

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section.



GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #		
Contractor Legal Entity Name			Edison Vendor ID		
Amendment Purpose & Effect(s)					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input type="checkbox"/> NO		End Date:			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
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>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT NUMBER
OF GRANT CONTRACT ASSIGNED NUMBER**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

Amendment Section(s) — Refer to Template Instructions

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

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

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE AGENCY NAME:

AGENCY HEAD NAME & TITLE

DATE

**DELEGATED AUTHORITY (“DA”)
AMENDMENT TEMPLATE OPTION –
EFFECTIVE DATE ONCE APPROVED**

REDLINE

DELEGATED AUTHORITY APPLICATION AMENDMENT TEMPLATE

Central Procurement Office Policy Number 2013-006 requires approvals or endorsements for certain contracts depending on the contract's Scope. A change in Scope may require re-approval or re-endorsement by ~~the Office for Information~~ Strategic Technology Solutions-Resource, Tennessee Department of Human Resources, or other State entity. If re-approval or re-endorsement is required, submit documentation of the approval or endorsement with the amendment.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., State Agency Name, amount, will or will not) as indicated and with conforming font and color.

Complete summary cover fields as indicated within the template and the following field directions.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the Maximum Liability will change pursuant to this amendment; express the amount as a negative number using "(" symbols if the Maximum Liability is decreased; express it as "0" if there is no change
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract Maximum Liability must equal the sum of the total Contract Amount column (i.e., the grand total amount for all fiscal years and all sources of funding)



DELEGATED AUTHORITY AMENDMENT

Agency Tracking #	Edison ID	Delegated Authority #	Amendment #		
Amendment Purpose & Effect(s)					
TOTAL Maximum Liability INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
TOTAL:					
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>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT WRITTEN NUMBER
TO DELEGATED AUTHORITY ASSIGNED NUMBER**

This amendment to [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority] Number ("Amendment"), shall revise the delegated authority as follows:

Amendment Text — Refer to Template Instructions

Required Approvals. This Amendment shall not be effective until it is approved by all appropriate officials in accordance with applicable Tennessee laws (depending upon the specifics of this delegated authority, officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Finance and Administration, the Commissioner of Human Resources, or the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is **DATE**. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF:

Agency Head Name & Title

DATE

AMENDMENT INSTRUCTIONS, CONSIDERATIONS, AND OPTIONS
--

Draft the amendment with the following sections, as appropriate. Number each amendment section consecutively.

Option: Change the Maximum Liability of the entire delegated authority application

The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. What is the Maximum Liability of the [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority]?	\$ Amount
--	------------------

Option: Change the Maximum Liability of an individual contract, purchase order, grant contract, or loan.

The Maximum Liability of an individual contract, purchase order, or grant contract shall not exceed five million dollars (\$5,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. What is the Maximum Liability of an individual [insert contract, purchase order, grant contract, or loan]?	\$ Amount
--	------------------

Option: Delete and Replace Section

Use the following to delete and replace an existing sub-section.

#. Contract or Grant Contract section Reference is deleted in its entirety and replaced with the following:
#. New Text — include all of the deleted language that continues to be necessary after this amendment.

Option: Delete and Replace Attachment

Use the following to delete and replace an existing attachment.

#. Contract or Grant Contract Attachment Reference is deleted in its entirety and replaced with Attachment Reference .
--

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of a contract or grant contract.

#. The following is added as [insert Contract or Grant Contract] section New Section Reference .
#. New Text

Option: Add Attachment

Use the following to add a new attachment.

- #. **[Insert Contract or Grant Contract]** Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Contractor or Grantee Name Amendment

Evidence of the legitimacy of the name change is required for approval.

Use the following to change the Contractor or Grantee's name.

- #. The following is added as **[insert Contract or Grant Contract]** section **New Section Reference**:
- #. **[Insert Contractor or Grantee] Name**. All references to "Original Legal Entity Name" or "Grantee Legal Entity Name" shall be deleted and replaced with "New Legal Entity Name."

EFFECTIVE DATE

The effective date of an amendment shall not be retroactive (i.e., before the date that the amendment is submitted to Edison for approvals).

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

SIGNATURE

Draft the amendment so that the signature immediately follows the previous section text separated by only one blank line. Do not insert an arbitrary page break prior to the signature section.

**DELEGATED AUTHORITY (“DA”)
AMENDMENT TEMPLATE OPTION –
EFFECTIVE DATE ONCE APPROVED**

CLEAN

DELEGATED AUTHORITY APPLICATION AMENDMENT TEMPLATE

Central Procurement Office Policy Number 2013-006 requires approvals or endorsements for certain contracts depending on the contract's Scope. A change in Scope may require re-approval or re-endorsement by Strategic Technology Solutions, Tennessee Department of Human Resources, or other State entity. If re-approval or re-endorsement is required, submit documentation of the approval or endorsement with the amendment.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., State Agency Name, amount, will or will not) as indicated and with conforming font and color.

Complete summary cover fields as indicated within the template and the following field directions.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<i>Increase/Decrease</i>	amount by which the Maximum Liability will change pursuant to this amendment; express the amount as a negative number using "(" symbols if the Maximum Liability is decreased; express it as "0" if there is no change
<i>Funding</i>	amounts by fiscal year and funding source with row and column totals; contract Maximum Liability must equal the sum of the total Contract Amount column (i.e., the grand total amount for all fiscal years and all sources of funding)



DELEGATED AUTHORITY AMENDMENT

Agency Tracking # -	Edison ID	Delegated Authority #	Amendment #		
Amendment Purpose & Effect(s)					
TOTAL Maximum Liability INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
TOTAL:					
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>CPO USE</i>	
				Speed Chart (optional) Account Code (optional)	

**AMENDMENT WRITTEN NUMBER
TO DELEGATED AUTHORITY ASSIGNED NUMBER**

This amendment to [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority] Number ("Amendment"), shall revise the delegated authority as follows:

Amendment Text — Refer to Template Instructions

Required Approvals. This Amendment shall not be effective until it is approved by all appropriate officials in accordance with applicable Tennessee laws (depending upon the specifics of this delegated authority, officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Finance and Administration, the Commissioner of Human Resources, or the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is DATE. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF:

Agency Head Name & Title

DATE

AMENDMENT INSTRUCTIONS, CONSIDERATIONS, AND OPTIONS
--

Draft the amendment with the following sections, as appropriate. Number each amendment section consecutively.

Option: Change the Maximum Liability of the entire delegated authority application

The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. What is the Maximum Liability of the [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority]?	\$ Amount
--	------------------

Option: Change the Maximum Liability of an individual contract, purchase order, grant contract, or loan.

The Maximum Liability of an individual contract, purchase order, or grant contract shall not exceed five million dollars (\$5,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. What is the Maximum Liability of an individual [insert contract, purchase order, grant contract, or loan]?	\$ Amount
--	------------------

Option: Delete and Replace Section

Use the following to delete and replace an existing sub-section.

#. Contract or Grant Contract section Reference is deleted in its entirety and replaced with the following:
#. New Text — include all of the deleted language that continues to be necessary after this amendment.

Option: Delete and Replace Attachment

Use the following to delete and replace an existing attachment.

#. Contract or Grant Contract Attachment Reference is deleted in its entirety and replaced with Attachment Reference .
--

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of a contract or grant contract.

#. The following is added as [insert Contract or Grant Contract] section New Section Reference .
#. New Text

Option: Add Attachment

Use the following to add a new attachment.

- #. [Insert Contract or Grant Contract] Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Contractor or Grantee Name Amendment

| Evidence of the legitimacy of the name change is required for approval.

Use the following to change the Contractor or Grantee's name.

- #. The following is added as [insert Contract or Grant Contract] section **New Section Reference**:

- #. [Insert Contractor or Grantee] Name. All references to "Original Legal Entity Name" or "Grantee Legal Entity Name" shall be deleted and replaced with "New Legal Entity Name."

EFFECTIVE DATE

The effective date of an amendment shall not be retroactive (i.e., before the date that the amendment is submitted to Edison for approvals).

Option: Effective Date Once Approved

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

SIGNATURE

Draft the amendment so that the signature immediately follows the previous section text separated by only one blank line. Do not insert an arbitrary page break prior to the signature section.

**STS PRE-APPROVAL ENDORSEMENT
REQUEST**

REDLINE



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
 Department of Finance & Administration
 E-mail : it.abc@tn.gov

FROM :
 E-mail : _____

DATE :

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
- Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
- Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Applicable RFS #

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	
Agency Contact (name, phone, e-mail)	
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) 	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Applicable – Approved ISP Project# <input type="checkbox"/> Not Applicable 	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p>	

**STS PRE-APPROVAL ENDORSEMENT
REQUEST**

CLEAN



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM :
E-mail : _____

DATE :

RE : Request for STS Pre-Approval Endorsement

Applicable RFS

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Applicable RFS #	
Contracting Agency	
Agency Contact (name, phone, e-mail)	
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p><input type="checkbox"/> Solicitation Document</p> <p><input type="checkbox"/> Special Contract Request</p> <p><input type="checkbox"/> Amendment Request</p> <p><input type="checkbox"/> Proposed Contract/Grant or Amendment</p> <p><input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)</p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <p><input type="checkbox"/> Applicable – Approved ISP Project#</p> <p><input type="checkbox"/> Not Applicable</p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p>	

EDISON CONFIGURATOR TERM - DELIVERY

Request: **Revise the Delivery contract term as follows:**

Track Changes:

Delivery. Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall ~~begin provide providing~~ goods or ~~performing~~ services required under this Contract within **VARIABLE USER INPUT** day(s) after receipt of a purchase order. All quotations shall be F.O.B. destination.

Clean:

Delivery. Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within **VARIABLE USER INPUT** days after receipt of a purchase order. All quotations shall be F.O.B. destination.

**EDISON CONFIGURATOR TERM –
SAFETY OF CHEMICAL PRODUCTS**

Request: Revise the following term in the configurator:

Track Changes:

Safety of Chemical Products. All respondents awarded a contract must maintain, for all of its chemical products available under this Contract, a ~~material Safety Data Sheet ("MSDS") on the national MSDS search repository or~~ on the chemical manufacturer's website. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is accessible to the public, free of charge. ~~In lieu of posting a MSDS on MSDSSEARCH, the respondent that receives a contract award must include the manufacturer's universal resource locator (URL) for its MSDS. For purposes of this MSDS requirement, the State recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdsearch.com>.~~

Clean:

Safety of Chemical Products. All respondents awarded a contract must maintain, for all of its chemical products available under this Contract, a Safety Data Sheet ("SDS") on the chemical manufacturer's website. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is accessible to the public, free of charge.

**EDISON CONFIGURATOR TERM –
SAMPLES REQUIRED**

NEW

REQUEST: Add the following as a new term to the configurator for when Samples are required as part of response.

Samples - Required. Respondents are required to submit samples of the products listed below for evaluation and testing:

Reference Line(s): Variable User Input.

Samples provided shall be identical to the products identified in the response. Respondents must provide the samples, at no cost to the State, to the Central Procurement Office by the Response Deadline. The Central Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled as follows:

State of Tennessee Department of General Services, Central Procurement Office
312 Rosa L Parks Avenue
William R. Snodgrass Tennessee Tower, 3rd floor
Nashville, TN 37243-1102

Attn:

Name of Respondent:

Address:

ITB Number:

Item Number(s):

Response Deadline:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. A respondent may submit a written request at the time the samples are submitted for the State to return the samples at the end of testing. As long as the samples are not destroyed in the evaluation and testing processes, then the State may return the samples at the respondent's expense. If the State does not receive a written request to return the samples, then the State will utilize or dispose of the samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

**EDISON CONFIGURATOR TERM –
SAMPLES OPTIONAL**

REDLINE

REQUEST: Revise the Samples – Optional Term as follows.

Track Changes:

Samples - Optional. The State may request samples of the products listed below for evaluation and testing: Reference Line(s): **Variable User Input.**

Samples provided shall be identical to the products identified in the response. If the State requests samples, respondents must provide the samples, at no cost to the State, to the Central Procurement Office within ten (10) calendar days of the request. The Central Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled as follows:

State of Tennessee Department of General Services, Central Procurement Office
312 Rosa L Parks Avenue
William R. Snodgrass Tennessee Tower, 3rd floor
Nashville, TN 37243-1102
Attn: **Variable User Input.**

Name of Respondent:

Address:

ITB Number:

Item Number(s):

Response Deadline:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. A respondent may submit a written request at the time the samples are submitted for the State to return the samples at the end of testing. As long as the samples are not destroyed in the evaluation and testing processes, then the State may return the samples at the respondent's expense. If the State does not receive a written request to return the samples, then the State will utilize or dispose of the samples at its discretion. Upon the respondent's written request at the time samples are submitted, the State will return samples. Samples not destroyed in the evaluation and testing processes will be returned at the respondent's expense. If the State does not receive a written request for return of samples, the State will utilize or dispose of samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

**EDISON CONFIGURATOR TERM –
SAMPLES OPTIONAL**

CLEAN

Clean:

Samples - Optional. The State may request samples of the products listed below for evaluation and testing: Reference Line(s): Variable User Input.

Samples provided shall be identical to the products identified in the response. If the State requests samples, respondents must provide the samples, at no cost to the State, to the Central Procurement Office within ten (10) calendar days of the request. The Central Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled as follows:

State of Tennessee Department of General Services, Central Procurement Office

312 Rosa L Parks Avenue

William R. Snodgrass Tennessee Tower, 3rd floor

Nashville, TN 37243-1102

Attn: Variable User Input.

Name of Respondent:

Address:

ITB Number:

Item Number(s):

Response Deadline:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. A respondent may submit a written request at the time the samples are submitted for the State to return the samples at the end of testing. As long as the samples are not destroyed in the evaluation and testing processes, then the State may return the samples at the respondent's expense. If the State does not receive a written request to return the samples, then the State will utilize or dispose of the samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

**GRANT (“GR”) AND GOVERNMENTAL
GRANT (“GG”) TEMPLATES –
RENUMBERING SECTIONS**

REDLINE

REQUEST: Revise all instructional language that requires renumbering sections when a section is removed in the GR and GG templates as follows:

Track Changes:

Option: Periodic Advance Payment

To effect periodic advance payments: (1) Replace the section with the following.

- C.3. Payment Methodology – Periodic Advance Payment. 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. The amount of **Written Dollar Amount (\$Number)** shall be paid to the Grantee in advance upon approval of this Grant Contract and on **Date(s) on which the state will make advance payment(s)**. The total of said payments shall not exceed the Maximum Liability of this Grant Contract.

- (2) Delete the Invoice Requirements clause but leave the existing existing section numbering and header and immediately follow the header with "Reserved."~~section (renumbering any subsequent sections accordingly).~~
- (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following (which may be further revised to require more frequent grant disbursement reconciliation reports).

Option: Total Advance Payment

To effect a total advance payment: (1) Replace the section with the following.

- C.3. Payment Methodology – Total Advance Payment. 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. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

- (2) Delete the Invoice Requirements clause but leave the existing section numbering and header and immediately follow the header with "Reserved."~~Delete the Invoice Requirements section (renumbering any subsequent sections accordingly).~~
- (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following.

Invoice Requirements

Add clear, non-conflicting, invoice requirements to the section as appropriate (revising the first sentence "no more often than monthly" requirement as necessary).

Delete the Invoice Requirements clause but leave the existing section numbering and header the same and immediately follow the header with "Reserved", ~~(and renumber subsequent sections appropriately)~~ if the Payment Methodology Section provides for a total advance payment or periodic advance payments.

**GRANT (“GR”) AND GOVERNMENTAL
GRANT (“GG”) TEMPLATES –
RENUMBERING SECTIONS**

CLEAN

Clean:

Option: Periodic Advance Payment

To effect periodic advance payments: (1) Replace the section with the following.

- C.3. Payment Methodology – Periodic Advance Payment. 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. The amount of Written Dollar Amount (\$Number) shall be paid to the Grantee in advance upon approval of this Grant Contract and on Date(s) on which the state will make advance payment(s). The total of said payments shall not exceed the Maximum Liability of this Grant Contract.

- (2) Delete the Invoice Requirements clause but leave the existing section numbering and header and immediately follow the header with "**Reserved**".
- (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following (which may be further revised to require more frequent grant disbursement reconciliation reports).

Option: Total Advance Payment

To effect a total advance payment: (1) Replace the section with the following.

- C.3. Payment Methodology – Total Advance Payment. 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. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

- (2) Delete the Invoice Requirements clause but leave the existing section numbering and header and immediately follow the header with "**Reserved**".
- (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following.

Invoice Requirements

Add clear, non-conflicting, invoice requirements to the section as appropriate (revising the first sentence "no more often than monthly" requirement as necessary).

Delete the Invoice Requirements clause but leave the existing section numbering and header the same and immediately follow the header with "**Reserved**", if the Payment Methodology Section provides for a total advance payment or periodic advance payments.

**REQUEST FOR PROPOSAL (“RFP”)
AMENDMENT TEMPLATE – SECTION 2.,
THE STATE’S RESPONSE TO WRITTEN
QUESTIONS & COMMENTS TABLE**

REQUEST: Revise the Request for Proposals (RFP) Amendment Template at section 2. The State’s Response to question and comments by adding two additional columns to the table: (1) RFP Section; and (2) Page.

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
	1		
	2		

**REQUEST FOR PROPOSAL (“RFP”) AND
REQUEST FOR QUALIFICATIONS
 (“RFQ”) TEMPLATE’S RESPONSE
FORMAT – INSTRUCTIONS AND FONT
COLOR**

REDLINE

REQUEST: Revise the font color and the instructions in the Request for Proposals (RFP) and Request for Qualifications (RFQ) Template as follows:

Track Changes

RFP Instructions, Considerations, and Options

3.2. Response Delivery

Request respondents to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.

Option: Additional Delivery Instructions.

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

RFP Standard Text:

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

“RFP # NUMBER TECHNICAL RESPONSE ORIGINAL”

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

Formatted: Font color: Red

“RFP # NUMBER TECHNICAL RESPONSE COPY”

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

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

“RFP # NUMBER COST PROPOSAL ORIGINAL”

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

Formatted: Font color: Red

“RFP # NUMBER COST PROPOSAL COPY”

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

RFQ

Standard Text:

1.1. Response Format

1.1.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

1.1.2. A Respondent must submit original response documents and copies as specified below.

1.1.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ #NUMBER TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

1.1.2.2. Cost Proposal: For Qualified Respondents only

One (1) original Cost Proposal paper document labeled:

“RFQ #NUMBER COST PROPOSAL ORIGINAL”

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

“RFQ #NUMBER COST PROPOSAL COPY”

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

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Optional Text:

3.3.2.1. Technical Response

One (1) original Technical Response in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

Formatted: Font color: Red

"RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL"

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

Formatted: Font color: Red

"RFQ #NUMBER TECHNICAL RESPONSE COPY"

The sealed customer references will be the only paper documents.

3.3.2.2. **Cost Proposal: For Qualified Respondents only**

One (1) Cost Proposal in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

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"RFQ #NUMBER COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

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

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

"DO NOT OPEN... RFQ # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN... RFQ # NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFQ # NUMBER SEALED RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

Option: Additional Delivery Instructions.

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

**REQUEST FOR PROPOSAL (“RFP”) AND
REQUEST FOR QUALIFICATIONS
 (“RFQ”) TEMPLATE’S RESPONSE
FORMAT – INSTRUCTIONS AND FONT
COLOR**

CLEAN

REQUEST: Revise the font color and the instructions in the Request for Proposals (RFP) and Request for Qualifications (RFQ) Template as follows:

Track Changes

RFP Instructions, Considerations, and Options

3.2. Response Delivery

Request respondents to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.

Option: Additional Delivery Instructions.

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

RFP Standard Text:

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

“RFP # NUMBER TECHNICAL RESPONSE ORIGINAL”

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

“RFP # NUMBER TECHNICAL RESPONSE COPY”

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

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

“RFP # NUMBER COST PROPOSAL ORIGINAL”

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

“RFP # NUMBER COST PROPOSAL COPY”

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

RFQ

Standard Text:

1.1. Response Format

- 1.1.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 1.1.2. A Respondent must submit original response documents and copies as specified below.

1.1.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ #NUMBER TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

1.1.2.2. Cost Proposal: For Qualified Respondents only

One (1) original Cost Proposal paper document labeled:

“RFQ #NUMBER COST PROPOSAL ORIGINAL”

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

“RFQ #NUMBER COST PROPOSAL COPY”

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

Optional Text:

3.3.2.1. Technical Response

One (1) original Technical Response in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

"RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL"

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

"RFQ #NUMBER TECHNICAL RESPONSE COPY"

The sealed customer references will be the only paper documents.

3.3.2.2. **Cost Proposal: *For Qualified Respondents only***

One (1) Cost Proposal in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, **standard CD-R recordable disc or USB flash drive** clearly labeled:

"RFQ #NUMBER COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

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

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

"DO NOT OPEN... RFQ # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN... RFQ # NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFQ # NUMBER SEALED RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

Option: Additional Delivery Instructions.

Revise required response format and subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.