



STATE OF TENNESSEE
PROCUREMENT COMMISSION
 3rd Floor, William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243-1102
 (615) 741-1035 Fax (615) 741-0684

- AGENDA -

PROCUREMENT COMMISSION MEETING #018
MONDAY, SEPTEMBER 14, 2015 – 2:00 P.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

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LARRY B. MARTIN, Chairman
 Commissioner of Finance & Administration

JUSTIN P. WILSON
 Comptroller of the Treasury

ROBERT E. OGLESBY
 Commissioner of General Services

MICHAEL F. PERRY
 Chief Procurement Officer

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**MINUTES OF JULY 16, 2015
MEETING**

MINUTES
PROCUREMENT COMMISSION MEETING #017
THURSDAY, JULY 16, 2015 – 10:30 A.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Members in Attendance:

Larry B. Martin, Commissioner, Department of Finance & Administration; Justin P. Wilson, Comptroller of the Treasury; Robert E. Oglesby, Commissioner, Department of General Services, Mike Perry, Chief Procurement Officer

Others in Attendance:

Thad Watkins, Bryan Chriske, Shannon Howell, Paul Krivacka, Don Ivancic, Colleen Mallea, Andy Kidd, Elaine Williams, Josh Gaddy, Angela White, Buddy Lea, Sheila Ewing-Agnew, Tara Lawson, Kevin Scarborough, Blake Reagan, Mark Paganelli, Kaci Stewart, Charlotte McKinney

I. Call to Order.

Commissioner Martin called the meeting to order and recognized that a quorum of Procurement Commission members was present.

II. Minutes from the May 21, 2015 Procurement Commission Meeting.

Commissioner Martin presented the May 21, 2015 minutes for approval. Comptroller Wilson made a motion to approve the minutes from the May 21, 2015 Procurement Commission meeting as presented. The motion was seconded by Commissioner Oglesby; whereupon the minutes were unanimously approved.

New Business:

III. Proposed Changes to the following Central Procurement Office documents.

Chief Procurement Officer Perry asked Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to present the 16 New Business agenda items. Mr. Perry stated that 14 of the items were reviewed and recommended by the Advisory Council on State Procurement at its last meeting and two items were previously recommended by the Advisory Council on State Procurement but were deferred from the May 21, 2015 Procurement Commission meeting.

Mr. Krivacka presented the first two agenda items together that were deferred from the May

Procurement Commission meeting as they both relate to Memoranda of Understanding:

- (1) FA Template and Edison Configurator – Addition of lines, items, or options using Memorandum of Understanding (“MOU”)
- (2) Section 5.16, Memoranda of Understanding, *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka stated that the first two New Business agenda items were deferred from the last Procurement Commission meeting in order to allow time to review the items with Fiscal Review Committee (“FRC”) staff. Mr. Krivacka explained that the MOU procedure, if approved by the Procurement Commission, would allow more flexibility to add line items to a contract without going through the amendment process. Mr. Krivacka stated that FRC staff were comfortable with the MOU procedures and added that the MOU procedures will have oversight by the Office of the Comptroller of the Treasury (“COT”). In addition, Mr. Perry stated that in his meeting with Chairman White it was agreed that all MOUs will be reported to the FRC on a monthly basis to allow them to review and ask questions if desired.

Comptroller Wilson made a motion to approve. Mr. Krivacka clarified that the motion was for approval of both MOU agenda items as follows:

- (1) FA Template and Edison Configurator – Addition of lines, items, or options using Memorandum of Understanding (“MOU”)
- (2) Section 5.16, Memoranda of Understanding, *Procurement Procedures Manual of the Central Procurement Office*

Commissioner Oglesby seconded the motion. Commissioner Martin asked if there were any questions or comments regarding the two agenda items. Seeing none, agenda items (1) FA Template and Edison Configurator – Addition of lines, items, or options using Memorandum of Understanding (“MOU”), and (2) Section 5.16, Memoranda of Understanding, *Procurement Procedures Manual of the Central Procurement Office* were unanimously approved.

- (3) Fee for Goods or Services Contract Template (FA) – new instructions and optional provisions

Mr. Krivacka summarized the following points with regard to the Fee for Goods or Services Contract Template (FA) – new instructions and optional provisions:

- The Policy Review Subcommittee (“Subcommittee”) made three revisions to the mandatory section of the FA Template.
 - The Subcommittee revised the Warranty provision to allow the State to obtain a warranty period that exceeds the Term of the Contract. This change will define the warranty period as the length of the Contract’s Term or the length of any warranty offered by the Contractor, whichever is longer.
 - The Subcommittee revised the Limitation of Contractor’s Liability provision to reflect legislative changes to Tenn. Code Ann. § 12-3-701.

- The Subcommittee revised the Incorporation of Additional Documents provision to require inclusion of the names of the attachments and exhibits included as part of the Contract.
- The Subcommittee added several optional provisions to the FA Template, including:
 - Four different warranty provisions – two for use in software contracts, one for use when the Contractor is reselling goods, and one for use when the warranty period is shorter than the contract’s Term; and
 - The Extraneous Terms and Conditions provision protects the State against click wrap agreements, other types of agreements, or modifying, altering, or amending the contract without following amendment procedures.

Comptroller Wilson stated that the FA template was a core procurement document and he felt that the improvements were very good. Comptroller Wilson then made a motion to approve the Fee for Goods or Services Contract Template (FA) – new instructions and optional provisions as presented. Commissioner Oglesby seconded the motion. Commissioner Martin asked for any discussion and, seeing none, the Fee for Goods or Services Contract Template (FA) – new instructions and optional provisions was unanimously approved.

(4) Prerequisite Documentation Provision

Mr. Krivacka summarized the following points with regard to the Prerequisite Documentation Provision:

- For consistency with the revisions to the RFP and RFQ templates, the Subcommittee removed the reference to the “Authorization to Receive Payments by Purchasing Card Form” from the standard Prerequisite Documentation provision.
- This change involves making optional in the FA Template and GU Model the Prerequisite Documentation provision that contains P-Card language. This provision should be used when the solicitation requires the awarded contractor to accept payments by P-Card, but should not be used when it does not.

Comptroller Wilson stated that this change proves the value added by the Advisory Council Subcommittee, as their suggestions greatly improved the document. Comptroller Wilson made a motion to approve the Prerequisite Documentation Provision as presented. Commissioner Oglesby seconded the motion. Commissioner Martin asked for any comments and, seeing none, the Prerequisite Documentation Provision was unanimously approved.

At this point, Comptroller Wilson asked that agenda item number (12) be presented.

(12) Revisions to Request for Proposals (RFP) and Request for Qualifications (RFQ) Templates for Purchasing Card

- Based on feedback from the Statewide P-Card Program Administrator, the Subcommittee revised this provision to better describe the Contractor’s P-card data processing responsibilities when accepting payments by P-Card.

- The Subcommittee also moved the provision requiring awarded respondents to accept payments via P-Card from the mandatory section of the template to the optional section.
- This revision, in tandem with instructions guiding procurement professionals on when to include the P-Card provision in a RFP or RFQ, helps ensure sufficient competition.

Comptroller Wilson made a motion to approve the Revisions to Request for Proposals (RFP) and Request for Qualifications (RFQ) Templates for Purchasing Card as presented. Commissioner Oglesby seconded the motion, whereupon the item was unanimously approved.

(5) Authorization to receive payments by Purchasing Card

Mr. Krivacka summarized the following points with regard to Authorization to receive payments by Purchasing Card:

- This is a new document that will appear on the Central Procurement Office (“CPO”) website,
- Contractors will be required to complete this document to acknowledge that the State may submit payments using the P-Card and the Contractor will serve as a Roman numeral three (III) level merchant.

Mr. Krivacka thanked the Comptroller’s Office for pointing out the distinction between numeral three (3) and Roman numeral three (III) level merchants when this item was presented to the Advisory Council and clarified that the recommendation is for merchants to be Roman numeral three (III) level.

Comptroller Wilson made a motion to approve the Authorization to receive payments by Purchasing Card as presented. The motion was seconded by Commissioner Oglesby, whereupon the item was unanimously approved.

Commissioner Martin stated that agenda items six (6) through nine (9) appeared to have enough commonality that they could be presented together. Mr. Krivacka agreed and proceeded to present agenda items six (6) through nine (9) as follows:

(6) Audit report provision for GR Template

Mr. Krivacka summarized the following with regard to Audit report provision for GR Template:

- The Subcommittee revised the Audit Report provision to comply with the new audit requirements established by the U.S. Office of Management and Budget.
- The revised provision represents an improvement because it:
 - Provides better notice to grantees by identifying the three scenarios when an audit will be required; and
 - References attachments that will assist the State in performing subrecipient monitoring.

(7) Audit report attachment for GR Template

Mr. Krivacka summarized the following with regard to the Audit report attachment for GR Template.

- This is a new attachment that is referenced in the Audit Report provision.
- Grantees must complete this attachment and submit it to the Central Procurement Office at least 90 days before the Grantee's fiscal year ends.
- The CPO uses the information in this attachment to help identify grantees that will be subject to an audit.

Comptroller Wilson applauded this change as it shifts responsibility from the COT to the CPO which is more logical and efficient.

(8) Audit report provisions for Governmental Grant (GG) Template

Mr. Krivacka summarized the following points with regard to the Audit report provisions for Governmental Grant (GG) Template:

- To comply with the new audit requirements established by the U.S. Office of Management and Budget, the Subcommittee prepared two Audit Report provisions for the GG Template.
- One Audit Report is used for particular types of grantees that are subject to an audit by state law.
- The other Audit Report provision is used for grantees that are not statutorily subject to an audit. This provision is similar to the Audit Report provision in the GR Template.

(9) Audit report attachment for GG Template

Mr. Krivacka summarized the following points with regard to the Audit report attachment for GG Template:

- This is a new attachment that is referenced in the Audit Report provision.
- Only grantees that are not statutorily subject to an audit must complete this attachment.
- The CPO uses the information in this attachment to help identify grantees that will be subject to an audit.

Comptroller Wilson made a motion to approve agenda items six (6) through nine (9):

- (6) Audit report provision for GR Template
- (7) Audit report attachment for GR Template
- (8) Audit report provisions for Governmental Grant (GG) Template
- (9) Audit report attachment for GG Template

The motion was seconded by Commissioner Oglesby whereupon agenda items six (6) through nine (9) were approved as presented.

(10) Parent-Child attachment for GG and GR Templates

Mr. Krivacka stated that revisions were made to the Parent-Child attachment for GG and GR Templates after the agenda packet was distributed and that the revised version had been provided to all Procurement Commission members by email and hard copy. Mr. Krivacka indicated that additional instructional changes were suggested by the Comptroller's Office and although the changes were important, they were not significant enough to warrant going back through the Advisory Council.

Mr. Krivacka summarized the following points with regard to the Parent-Child attachment for GG and GR Templates:

- This is a new attachment that is referenced in the Audit Report provision.
- Only grantees that will be subject to an audit are required to complete this attachment.
- The CPO uses the information in this attachment to identify and confirm tax and accounting relationships within large organizations such as universities or county and municipal governments.

Commissioner Martin asked if there were any comments or questions regarding the revised Parent-Child attachment for GG and GR Templates. Seeing none, Comptroller Wilson made a motion to approve the revised Parent-Child attachment for GG and GR Templates as presented. Commissioner Oglesby seconded the motion; whereupon the item was unanimously approved.

(11) Records provision in GG Template

Mr. Krivacka summarized the following points with regard to the Records provision in GG Template:

- Based on feedback from the Comptroller of the Treasury, the Subcommittee made a minor revision to this provision.
- The Subcommittee substituted specific citations to a particular Tennessee Code section with the more global term, "state law." Broadening the language to "state law" prevents the need to update this provision if the Code section changes. Use of this term will also incorporate other sources of law such as regulations, policies, and procedures.

Commissioner Martin asked if there were any questions or comments regarding the Records provision in GG Template. Seeing none, Comptroller Wilson made a motion to approve the Records provision in GG Template as presented. Commissioner Oglesby seconded the motion; whereupon the item was unanimously approved.

(12) Revisions to Request for Proposals (RFP) and Request for Qualifications (RFQ) Templates for Purchasing Card

This agenda item was presented out of order per Comptroller Wilson's request and follows agenda item number four (4).

(13) Signature certification and authorization document

Mr. Krivacka summarized the following points with regard to the Signature certification and authorization document:

- The Subcommittee revised this document to improve the instructions and eliminate legalese.
- The Subcommittee also added a new section to this document for Agencies to identify the individuals who may sign the CPO's formal request documents (e.g., Rule Exception Requests, Amendment Requests, Special Contract Requests) in their own capacity.
- Individuals who sign in their own capacity may use a "wet" signature or electronic approval.

Commissioner Martin asked if there were any questions or comments regarding the Signature certification and authorization document. Comptroller Wilson stated that this document would speed up the approval process and made a motion to approve the signature certification and authorization document as presented. Commissioner Oglesby seconded the motion; whereupon the item was unanimously approved.

(14) Performance Bond Template

Mr. Krivacka summarized the following points with regard to the Performance Bond Template:

In preface, Mr. Krivacka stated that he was temporarily performing the duties of the Risk Manager due to the position being vacated.

- In consultation with the CPO's Risk Manager, the Subcommittee developed this document to assist Agencies in preparing performance bonds.
- Previously, procurement templates and models had provisions that would require the Contractor to provide a performance bond, but Agencies were responsible for drafting the actual bond document.
- Creating a standard bond template for Agencies to use promotes uniformity and reduces risk to the State.

Commissioner Martin asked if there were any questions or comments regarding the Performance Bond Template. Seeing none, Comptroller Wilson made a motion to approve the Performance Bond Template as presented. Commissioner Oglesby seconded the motion; whereupon the item was unanimously approved.

(15) Section 10.7 – Bonds, *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka summarized the following points with regard to Section 10.7 – Bonds, *Procurement Procedures Manual of the Central Procurement Office*:

- The Subcommittee revised the bonds section of the *Procurement Procedures Manual of the Central Procurement Office* to coincide with introduction of the Performance Bond Template.

- The revised bond section represents an improvement because it:
 - Clearly distinguishes among proposal bonds, performance bonds, and payment bonds; and
 - Addresses what the bond amount should be for the two general types of contracts – contracts with a Maximum Liability (agency term contracts) and contracts with an Estimated Liability (statewide contracts).

Commissioner Martin asked if there were any questions or comments regarding Section 10.7 – Bonds, *Procurement Procedures Manual of the Central Procurement Office*. Seeing none, Comptroller Wilson made a motion to approve Section 10.7 – Bonds, *Procurement Procedures Manual of the Central Procurement Office*. Commissioner Oglesby seconded the motion; whereupon the item was unanimously approved.

(16) Sections 4 and 10.8 of the *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka summarized the following points with regard to Sections 4 and 10.8 of the *Procurement Procedures Manual of the Central Procurement Office*:

- Introduction of the Statewide P-Card Policy and Procedures necessitated a few revisions to these sections of the *Procurement Procedures Manual of the Central Procurement Office*.
- The Subcommittee added two definitions to Section 4 – “Purchasing Card” or “P-Card” and “P-Card Program.”
- The Subcommittee revised section 10.8, P-Card Purchases, to:
 - Eliminate requirements or practices that existed under the previous P-Card program;
 - Encourage State Agencies to use the P-Card for purchases made under their small purchase authority; and
 - Update the language to conform to the Statewide P-Card Policy and Procedures.

Commissioner Martin asked if there were any questions or comments regarding Sections 4 and 10.8 of the *Procurement Procedures Manual of the Central Procurement Office*. Seeing none, Commissioner Martin made a motion to approve Sections 4 and 10.8 of the *Procurement Procedures Manual of the Central Procurement Office* as presented. Comptroller Wilson seconded the motion; whereupon the item was unanimously approved.

Commissioner Martin thanked Mr. Krivacka for his presentation and moved to the next agenda item.

IV. National Institute of Governmental Purchasing (NIGP) Code/United Nations Standard Products and Services Code (UNSPSC)

Chief Procurement Officer Perry stated that this item required no action from the Procurement Commission but was important to bring to the attention of Procurement Commission members.

Mr. Perry summarized the following points regarding NIGP/UNSPSC:

When Edison was implemented in 2009 the decision was made to use NIGP codes as the category and commodity coding system embedded in Edison. The NIGP codes are used to register vendors in Edison, create bid lists, and track and report procurement data. At that time, the thought was that NIGP codes would be more universal, facilitate the flow of information, and assist in collaboration with other states on multi-state agreements. The use of NIGP codes has not actually helped or prevented collaboration with other states, but it has resulted in a good deal of customization being needed in Edison as the Oracle product was designed to accept UNSPSC. As the move to Edison 9.2 approaches, it was felt that this would be a good time for the State to convert to UNSPSC so that no additional customization would be necessary. The UNSPSC is more granular and will cure inherent problems with asset and inventory management. Agencies that inventory large numbers of consumable items, such as TDOT and TDOC, will also benefit because the UNSPSC will allow them to drill down to individual items, and will give the State more accurate bid lists rather than broad categories. The CPO has developed a crosswalk table from one code to the other to allow historical data to be maintained. The CPO has also found that UNSPSC is more universally used by the vendor community so it will facilitate more accurate vendor reporting which is a contract requirement, particularly for purchases made by higher education and local government that are outside the Edison system. In collaboration with the Edison team, it was agreed that the optimum time to propose adopting the UNSPSC would be concurrent with the upgrade to Edison 9.2.

Commissioner Martin asked about the timeframe for the upgrade to Edison 9.2. Mr. Perry stated that it would be a multi-month, phased-in implementation in 2016. Mr. Perry stated that the CPO would include the UNSPSC change in its training program to make users aware of the new code. The CPO does have a means to cross reference the codes so vendors will not be required to register in Edison again.

Commissioner Martin asked if the State would lose anything by the change to UNSPSC. Mr. Perry responded that no historical data would be lost and the State would be improving how vendors are registered and how assets and inventory systems are managed within Edison.

Commissioner Martin asked if there were any questions or comments regarding the UNSPSC conversion. Comptroller Wilson stated that any time a conversion like this is made, it will be tricky and that tests should be performed frequently. Comptroller Wilson added that this is an appropriate change to make, but that the State must proceed carefully. Mr. Perry fully agreed and stated that the CPO is committed to assisting Edison in the development and testing. Mr. Perry stated that there is an inherent level of risk when making any changes to Edison and that testing and re-testing would be required before going live.

Commissioner Oglesby asked if using UNSPSC would be more in line with how the Department of Finance and Administration (F&A) tracks assets versus operating costs. Mr. Perry responded that UNSPSC will allow the State to more accurately track and report assets and would improve the process and eliminate unnecessary steps for items that are not truly assets.

Commissioner Martin thanked Mr. Perry for sharing the information and then moved to the next agenda item.

V. Reports:

Chief Procurement Officer Perry stated that the following standard reports were being presented for acknowledgement only by the Procurement Commission and that no action was needed.

1) Certification Related Items

Commissioner Martin stated that a revised Certification Related Items report was distributed to all Procurement Commission members by email prior to the meeting and a hard copy was given to Procurement Commission members at the meeting. Mr. Perry stated that Commissioner Martin was correct and that some errors had been discovered after the Certification Related Items report had been distributed in the original meeting agenda packet. Mr. Perry continued that the changes were mostly typographical and reviewed each change as follows:

- Item number 4 under "Re-Certification":

Removed the Nashville, TN line. Location of Giles County Scale Complex is I-65 Northbound between Mile Markers 5 and 6

- Item number 5 under "Re-Certification":

Removed hyphen between Edison numbers – should be a comma

- Item number 14 under "Addendum to Certification":

Changed dates of the "Re-Certification Requested for Period" - should be 4/1/15 – 3/31/16

Commissioner Martin acknowledged receipt of the revised Certification Related Items report.

2) Limitation of Liability

Mr. Perry stated that the Limitation of Liability Report listed the four deviations granted since the last report.

Comptroller Wilson stated that items one, two, and four on the Limitation of Liability report were standard two times liability which is industry standard for software. Comptroller Wilson added that he did not have a problem with it, but found the third item interesting. Comptroller Wilson noted that the vendor, Amazon, was contracted to provide employee training and that he did not really see any liability associated with that service. Comptroller Wilson restated that he did not have a problem with it but wanted to point it

out because it was unusual.

Chief Procurement Officer Perry asked Mr. Krivacka if he had any comments regarding the Limitation of Liability report and Mr. Krivacka then reviewed each item.

Commissioner Martin asked Comptroller Wilson to please explain his concern regarding item three on the report. Comptroller Wilson stated that he had no concern but just wanted to point out that the work was job training and there did not appear to be any liability involved and was out of the ordinary.

Commissioner Oglesby stated that by making these adjustments to more industry standard levels the State is maintaining concern for risk level and not paying a premium for such. Mr. Krivacka agreed with Commissioner Oglesby and added that it also allows for healthy competition for contracts.

Commissioner Martin thanked Mr. Krivacka for the clarification and moved to the next agenda item.

VI. Other Business.

Commissioner Martin asked if there was any other business that needed to be heard by the Procurement Commission.

VII. Adjournment.

Seeing no other business to be heard, a motion to adjourn was made by Comptroller Wilson and was seconded by Commissioner Oglesby; whereupon the July 16, 2015 Procurement Commission meeting was adjourned.

DA TEMPLATE

DELEGATED AUTHORITY (DA) TEMPLATE

This template prescribes the format and content for a Delegated Authority (“DA”) application. Procurement professionals should use this template to request authority either to: (1) purchase goods or services (“purchase order delegation”), or (2) execute contracts (“contract delegation”) as specified without additional, individual, independent approval. Use of this template is appropriate when the DA’s maximum liability is greater than fifty thousand dollars (\$50,000) or the goods or services being purchased are inappropriate for use of the Agency’s local purchase authority. An approved DA may remain in force and effect for a maximum period of twelve (12) months. To request a delegation period in excess of twelve (12) months or any other modifications to this template other than those identified in the instructions, procurement professionals must use the Rule Exception Request for the DA or DG templates document. In no event shall the term of an individual contract executed under an approved DA extend beyond the approved DA’s end date.

A purchase order delegation is appropriate only when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2. If a purchase order delegation is not appropriate, use this template for contract delegation authority. For a DA requesting contract delegation authority, the applicant State Agency shall attach the entire proposed contract or contracts. If the proposed contracts include modifications or additions to the Central Procurement Office’s contract templates or models, the State Agency shall redline the modifications or additions, and include the redlined document as an attachment. An approved Rule Exception Request (“RER”) is required when proposed contracts involve modifications or additions to a template.

Procurement professionals shall obtain all required signatures and submit the DA for Central Procurement Office (“CPO”) approval no less than thirty (30) days before the Effective Date. If a signed DA is not submitted to the CPO at least thirty (30) days prior to the Effective Date, then the CPO may request that the DA be resubmitted with a new Effective Date or request that the procurement professional provide a written explanation as to why the DA was submitted less than thirty (30) days before the Effective Date. In no event shall the applicant State Agency submit a purchase order or execute a contract under this DA before the Effective Date.

Procurement professionals should 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.

COVER SHEET

Complete summary cover sheet fields as indicated within the template.

<i>Agency Tracking #</i>	unique tracking number comprised of: 5-digit business unit # + unique, 5-digit # example: 31707-12345
<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)

APPROVALS

The DA must be signed by the State Agency head or an authorized designee. Procurement professionals should attach any supporting documentation in PDF format to the Edison record including:

- a PDF copy of the previously approved DA if a DA with the same or a similar purpose to the proposed DA was previously approved; and
- a PDF copy of any necessary RERs.



DELEGATED AUTHORITY

Agency Tracking # —	Edison ID	Effective Date	End Date		
Edison ID of prior, similar document (if any)					
Service Caption					
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 – DA</i>	
				Speed Chart (optional)	Account Code (optional)

DELEGATED AUTHORITY

This Delegated Authority ("DA") application, if approved in accordance with Central Procurement Office ("CPO") rules, policies, and procedures, shall authorize the applicant state agency ("State Agency") to purchase goods or services or execute contracts for the specified program without individual, independent approval, PROVIDED THAT all purchases and executed contracts comply with CPO rules, policies and procedures, and are within the limits, guidelines, and conditions of this DA. All purchases under an approved DA shall be made using purchase orders in compliance with CPO Policy 2013-004, Section 4.3.2. Where a contract is required under Policy 2013-004, Section 4.3.2., the State Agency shall attach a copy of the proposed contract that will be used under the DA. If the proposed contract includes modifications or additions to the CPO's contract templates or models, the State Agency shall redline the modifications or additions and include the redlined document as an attachment. An approved RER is required when the proposed contract involves modifications or additions to a template.

Contracting Agency:	Agency Name	
Subject Program:	Program Identification	
A.	What is the purpose of this DA, and why is it necessary? Answer	
B.	What is the Maximum Liability of the DA? The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.	\$ Amount
C.	A purchase order is appropriate when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2. What is the Maximum Liability of a purchase order to be submitted or contract to be executed under this DA? The Maximum Liability of a purchase order or contract shall not exceed five million dollars (\$5,000,000) without an approved RER.	\$ Amount
D.	What is the maximum number of individual contracts to be executed under this DA? If the proposed number of contracts is five (5) or fewer, provide a justification for why a DA is appropriate.	Number
E.	What is the maximum term of an individual contract to be executed under this DA? The term of any individual contract cannot extend beyond the approved DA's end date. An approved DA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.	Number months
F.	Under CPO Policy 2013-004, Section 4.3.2, a purchase order is appropriate when goods or services will be provided within ninety (90) days or less. The State Agency certification for contracts is in Section G. State Agency certification for purchases: 1. The requesting State Agency certifies that each of the following is true and applicable: a) The need for goods or services is sporadic, and an advance determination of the volume, delivery, or exact costs of goods or services needed is not possible; b) It is impractical to award one or more fee-for-service contracts for the category of goods or services needed with compensation based upon unit or milestone rates; c) The program needs and general categories of goods or services are such that adequate guidelines can be developed to direct the State Agency in competitively making each purchase; d) All goods or services purchased can be delivered or performed in ninety (90) days or fewer or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2; e) The procurement terms, conditions, and criteria to be followed by the agency in making each purchase will be of such uniformity that the Central Procurement Office's individual, independent, and prior approval of each purchase is unnecessary;	

- f) The purchases involved will be of such uniformity, volume, and pressing need that the individual approval of each purchase by the Central Procurement Office is impractical; and
 - g) The State Agency staff has made appropriate and justified inquiries and assured the validity and justification of the maximum amounts in this DA application.
2. The summary cover sheet correctly records the requested delegated authority period in which every purchase must be made. Delivery may occur after the period.
 3. The State Agency will limit purchases to the goods or services and associated maximum payment rates for each line item detailed in Attachment 1.
 4. The State Agency shall make each purchase:
 - a) In strict accordance with the pre-defined, competitive process detailed in Attachment 3; and
 - b) Using the purchase order document designated by the Central Procurement Office.
 5. The State Agency shall ensure that every purchase made under the DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules, policies and procedures; program rules, policies and procedures; and any federal laws, rules, regulations, or requirements;
 - c) Creates a "contractor" relationship as defined in the US O.M.B.'s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
 - d) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - e) Shall not involve the procurement of goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - f) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the state of Tennessee.
 6. The State Agency will require the following documentation prior to payment for any purchase:
 - a) a copy of the CPO's designated purchase order document signed by the State Agency and the Vendor; and
 - b) A certification that the contractor selection process detailed in Attachment 3 was followed and the requested goods or services were delivered and accepted.
 7. The State Agency shall retain records to document that all purchases have been made in accordance with the limits, guidelines, and conditions specified in this DA.
 8. The State Agency shall provide all such reports and information relating to the purchases made under the approved DA as may be requested by state officials.

G. Under CPO Policy 2013-004, Section 4.3.2, a contract shall be executed if goods or services cannot be provided within ninety (90) days.

State Agency certification for contracts:

1. The requesting State Agency certifies that each of the following is true and applicable:
 - a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the State Agency in competitively executing a number of similar contracts;
 - b) The individual contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical; and
 - c) All individual contracts executed will create a "contractor" relationship as defined in Central Procurement Office Policy 2013-007.
2. The summary cover sheet correctly records the requested delegated authority period in which every contract must begin.
3. The State Agency will draft each contract either with the exact scope of services ("Scope") detailed in Attachment 2 or using a combination of the provisions detailed in Attachment 2. In no event shall the Scope contain provisions that do not appear in Attachment 2. The State agency will draft each contract in compliance with the appropriate contract

templates and models in effect at the time that each contract is drafted. Each contract must include a completed summary cover sheet attached at the front of each copy.

4. The State Agency will select contractors in strict accordance with the pre-defined, competitive process detailed in Attachment 3.
5. The State Agency will ensure that every contract entered into under this DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;
 - c) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
6. The State Agency will retain records to document that every contract has been executed in accordance with the limits, guidelines, and conditions specified in this DA.
7. The State Agency will provide all such reports and information relating to the executed contracts under this DA as may be requested by state officials.
8. The State Agency shall attach a copy of the proposed contract(s) that will be used under the DA. If the proposed contract or contracts include modifications or additions to contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

IN WITNESS WHEREOF, and by signature below, I certify that all information in this DA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in making each purchase or executing each contract.

State Agency head name and title

Date

AUTHORIZED PURCHASE OF GOODS OR SERVICES & MAXIMUM RATE SCHEDULE

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases under this DA shall comply with the vendor selection procedures specified in Attachment 3.

Good or Service	Maximum Rate
Travel Compensation/Reimbursement (relating to authorized service delivery)	<p>This Delegated Authority shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable.</p> <p><i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i></p>
Service Definition	Maximum Rate (e.g., \$ Amount per Unit)
Repeat Service Lines as Necessary	Maximum Rate (e.g., \$ Amount per Unit)

CONTRACT SCOPE OF SERVICES TEXT

Insert the scope of services ("Scope") that will be used in executed contracts or identify all provisions that will possibly appear in the Scope. If all contracts will contain the same Scope, note that below and include the Scope in the pro forma contract attached to the DA application. There is no need to provide the Scope in this Attachment and in the pro forma contract. If there will be a menu of scopes, identify all provisions that will possibly appear in the Scope in this Attachment. Then leave the Scope and Section C.3.b of the pro forma contract blank.

The Scope describes the services and deliverables that contractors must provide. It must specify all associated functional and technical requirements. The State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The State Agency head or designee signifies by signing this DA that all information in this DA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in executing each contract.

Scope (Contract section A)	Cost (Contract section C.3.b)
Deliverable 1	\$ / unit
Deliverable 2	\$ / unit

PRE-DEFINED VENDOR OR CONTRACTOR SELECTION PROCESS AND CONTRACT MAXIMUM LIABILITY AMOUNT DETERMINATION PROCESS

The State Agency shall select vendors or contractors in strict accordance with the pre-defined, competitive or otherwise approved process described below. Any selection process authorized by CPO rules, policies, or manuals is acceptable, though some processes will require additional documentation or approvals. The State Agency shall retain records to show the basis of each purchase made or each contract executed under this Delegated Authority, including documentation that each purchase or contract was made in accordance with the processes below.

Describe the process for selecting vendors or contractors. State Agencies are encouraged to be mindful of their internal goals for participation with minority, woman-owned, service-disabled veteran-owned and small business enterprises when selecting vendors for needed goods or services. All State Agencies required by statute at Tenn. Code Ann. § 12-3-1106(b) to establish Agency internal goals for the utilization of minority-owned, woman-owned, service-disabled veteran-owned and small business enterprises.

The Go-DBE certification directory, which is available at the web address below, identifies State-certified diversity business enterprises. Use the directory to identify potential vendors or contractors who are certified diversity business enterprises.

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

If requesting a contract delegation, describe the process for determining the contract Maximum Liability amount.

DG TEMPLATE

DELEGATED GRANT AUTHORITY (DG) TEMPLATE

This template prescribes the format and content for the Delegated Grant Authority application (“DGA”). Procurement professionals should use this template to request authority to execute grant contracts for an individual program without additional, individual, independent approval. An approved DGA may remain in force and effect for a maximum period of twelve (12) months. To request a delegation period in excess of twelve (12) months or any other modifications to this template other than those identified in the instructions, procurement professionals must use the Rule Exception Request for the DA or DG templates document.

Procurement professionals shall adhere to this template and attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”). In no event shall the term of an individual grant contract executed under an approved DGA extend beyond the approved DGA’s end date. No single grant contract executed under a DGA shall have a maximum liability that exceeds five million dollars (\$5,000,000).

Do NOT route a DGA for approval after its begin date. Any DGA routed for approval after its begin date is subject to disapproval or may be approved with a begin date later than the one proposed. Agencies may obtain a begin date that occurs before the routing date with an approved RER.

Procurement professionals should complete template fields and follow, replace, or otherwise address red instructional text (e.g., *State Agency Name, amount, will/will not*) as indicated.

COVER SHEET

Complete summary cover sheet fields as indicated within the template.

Agency Tracking # unique tracking number comprised of: 5-digit business unit # + unique, 5-digit #
example: 31707-12345

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 & all sources of funding)

A summary cover sheet properly completed and in accordance with the template is required for each grant contract executed under the DGA.

APPROVALS

Affix a signature by the Grantor State Agency head or an authorized designee. Prepare the Contract Entry Record for the Delegated Grant Authority as required by the Edison system. Then, scan the signed document with the completed summary cover sheet to a PDF file and attach the digital copy to the Edison record. Attach any supporting documentation in PDF format to the Edison record including:

- a PDF copy of any necessary RERs

Submit the Edison Contract Entry Record with the proposed DGA for approval routing.



DELEGATED GRANT AUTHORITY

Agency Tracking #	Edison ID	Begin Date	End Date		
Edison ID of prior, similar DG (if any)		Last possible End Date of authorized grant contracts			
Service Caption					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
TOTAL:					
Each grant contract will establish the following type of relationship:				<input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> CONTRACTOR	
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 - DG</i>	
Speed Chart (optional)		Account Code (optional)			

DELEGATED GRANT AUTHORITY

This Delegated Grant Authority application ("DGA"), if approved in accordance with Central Procurement Office rules, policies, and procedures, shall authorize the applicant state agency ("Grantor State Agency") to execute grant contracts for a particular program or programs without individual, independent approval, PROVIDED THAT all grant contracts are within the limits, guidelines, and conditions of this DGA. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, reline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

Grantor State Agency:	Agency Name	
Service Caption:	Program Identification	
A. What will be the maximum number of individual grant contracts?		Number
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA's end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.		Number months
C. What will be the maximum amount of an individual grant contract? This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.		\$ Amount
D. What is the maximum liability of the Delegated Grant Authority?		\$ Amount
E. GRANTOR STATE AGENCY DECLARATION:		
<ol style="list-style-type: none"> 1. Each of the following is true and applicable: <ol style="list-style-type: none"> a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical. 2. The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create. 3. The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1. 4. The Grantor State Agency will draft each grant contract with the exact "scope of services" detailed in Attachment 2, and in compliance with the form and content required by the appropriate grant contract templates and models in effect at the time that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy. 5. The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority: <ol style="list-style-type: none"> a) Has sufficient funds budgeted and available; b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements; 		

Grantor State Agency:	Agency Name
Service Caption:	Program Identification
<p>c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17;</p> <p>d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and</p> <p>e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.</p> <p>6. The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority.</p> <p>7. The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials.</p> <p>8. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").</p> <p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.</p>	
Grantor Agency Head Name & Title	Date

ATTACHMENT 1

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process described below. The Grantor State Agency shall retain records to show the clearly competitive or impartial basis of each grant contract executed, including documentation that each grant contract under this Delegated Grant Authority was executed in accordance with the grantee selection and grant contract amount determination procedures below.

Detailed grantee selection and grant contract amount determination procedures

ATTACHMENT 2**EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT**

Insert the exact scope of services ("Scope") that will be used in executed grant contracts. If the Grantor State Agency wishes to use more than one Scope, insert all Scopes and clearly identify each Scope and when it will be used.

The Scope describes the services and deliverables that the Grantee must provide. It must specify all associated functional and technical requirements. The Grantor State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The Grantor State Agency head or designee signifies by signing this DGA that all information in this DGA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.

CENTRAL PROCUREMENT OFFICE
POLICY 2013-006
DELEGATION OF AUTHORITY

REQUEST: Replace section 4 of Central Procurement Office Policy 2013-006, Delegation of Authority Policy, with the following paragraph.

4. Delegated Authority - Generally.

In no event shall a State Agency initiate a purchase, contract, grant contract, or loan agreement under a delegated authority until the Chief Procurement Officer and Comptroller of the Treasury approve the delegated authority application. An approved delegated authority application shall remain in force and effect for no more than twelve (12) months unless an approved Rule Exception Request is obtained using the Rule Exception Request for the DA or DG templates document. Amendments to a delegated authority must use the Delegated Authority Amendment Model prescribed by the Central Procurement Office and must be approved by the Chief Procurement Officer and the Comptroller of the Treasury. An approved delegated authority application may be revoked at any time if the Delegated State Agency fails to comply with State or federal law, or with Central Procurement Office rules, policies, and procedures.

**RULE EXCEPTION REQUEST
FOR THE DA OR DG TEMPLATES**

Rule Exception Request for the DA or DG templates

Use this document to request changes to the Delegated Authority ("DA") Template or Delegated Grant Authority ("DG") Template or to request a delegation of authority that remains in force and effect for more than twelve (12) months. If requesting a delegation period in excess of twelve (12) months because of the term of a federal award, attach supporting documentation of the federal award, which may include a hyperlink to the federal award information. Complete section ten (10) below only if requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds. Complete this document in conformity with Tenn. Comp. R. & Reg. 0690-03-01-.17 and send it in PDF format to: Agsprs.Agsprs@tn.gov. In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DG templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

<p>APPROVED</p> <p>_____</p> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p>_____</p> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Delegation's Effective Date	
4. Delegation's end date	
5. Delegation's Maximum Liability	\$
6. Citation and explanation of the rule(s) for which the exception is requested	
7. Description of requested change(s) to the DA or DGA template	
8. Justification	
9. If requesting a delegation period in excess of twelve (12) months, respond to the following: <ol style="list-style-type: none"> a. Describe the funding source and how it impacts the delegation period; b. What are the benefits of a delegation period in excess of twelve (12) months; and c. What are the risks if this request is not approved? 	
10. If requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds, address the following: <ol style="list-style-type: none"> a. 	

<p>a. Provide a quarterly disbursement plan for the delegation period and attach it to this document; and</p> <p>b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.</p>	
<p>Signature of Agency head or designee and date</p>	

RULE EXCEPTION REQUEST

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Contractor or Grantee	
4. Contract’s Effective Date	
5. Contract or grant contract’s Term (with ALL options to extend exercised)	months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$
7. Citation and explanation of the rule(s) for which the exception is requested	
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	
9. Justification	
Signature of Agency head or designee and date	

REVISIONS AND ADDITIONS TO GRANT TEMPLATES AND MODELS

REQUEST: Make the following three changes to the applicable grant contract documents.

(1) Replace the existing Tennessee Department of Revenue Registration provision in the GG, GR, and GE templates and models with the following:

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

(2) Add the following as an optional term in the FA, GR, GG, and IG templates and models:

Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act

Add the following section only if the Grantee will have access to personally identifiable student information or student information that is confidential pursuant to federal or state law.

E. #. Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Federal Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee’s failure to comply with this section.

(3) Add the following in the Instructions, Considerations, and Options portion of the GR Template.

HIPAA Compliance

Grantees: The Grantee must execute a business associate agreement (“BAA”) if: (a) the Grantor State Agency is a “covered entity” as defined by the Privacy Rules; and (b) the Grantee will provide services that involve Grantee’s access to protected health information (“PHI”) as defined by the Privacy Rules.

Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

**TERMS AND CONDITIONS FOR
PURCHASE ORDERS ISSUED UNDER AN
AGENCY'S LOCAL PURCHASE
AUTHORITY**

Procurement professionals should 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. This paragraph should be deleted before attaching the terms and conditions document the purchase order.

Terms and Conditions

A. Standard Terms and Conditions

1. Total Purchase Order Amount. In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.
2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Vendor under this Purchase Order. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.
3. Modification, Amendment or Change Order. This Purchase Order may be modified only by a written amendment or change order signed by the State and the Vendor.
4. Limitation of Liability. The State shall have no liability except as specifically provided in this Purchase Order. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.
5. Limitation of Vendor's Liability. The Vendor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
6. Termination for Convenience. The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.
7. Subject to Funds Availability. The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not

appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Vendor. If the State terminates this Purchase Order due to lack of funds availability, the Vendor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

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

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.

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

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

11. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

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

13. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties'

agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

14. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

Add clear, non-conflicting terms and conditions as appropriate.

Add the following term, "Click-wrap Agreements" if the purchase involves information technology or otherwise appropriate. If unsure whether the Click-wrap Agreements term is appropriate, consult the CPO legal team.

#. Click-wrap Agreements. The Vendor agrees that click-wrap agreements shall not be binding upon the State, any State Agency, or any State Employee. No State Employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the State without the approval of the Central Procurement Office and the Office of Information Resources. No State employee has the authority to modify, amend, or supplement this Purchase Order through a click-wrap agreement. This Purchase Order can only be modified, amended, or supplemented under these terms through an amendment, reduced to writing, and approved in accordance with the Central Procurement Office's rules, policies, and procedures.

PROTEST PROCEDURES

Complete the form fields and follow, replace, or otherwise address red instructional text. Delete this paragraph before distributing the completed document to respondents.

PROTEST PROCEDURES AND PROTEST BOND REQUIREMENTS

The Open File Period for this solicitation begins on DATE and ends on DATE. Any protest of this solicitation is due by 4:30 p.m. CST on DATE to the Central Procurement Office at the address listed below:

Michael F. Perry
Chief Procurement Officer
-and-
Paul Krivacka
Director of Category Management and Chief Legal Counsel
Central Procurement Office
Dept. of General Services
WRS Tower, 3rd Floor
312 Rosa L. Parks Ave.
Nashville, TN. 37243-1102
Tele: (615) 741-1035
Fax: (615) 741-0684

Any respondent who has submitted a response to [insert information identifying the solicitation] and who claims to be aggrieved in connection with the solicitation, award, or proposed award of a contract may submit a protest to the Chief Procurement Officer. Under Tenn. Code Ann. § 12-3-514, any protest of this solicitation must:

- Be submitted in writing;
- Be submitted within seven (7) calendar days after the day on which the notice of award or notice of intent to award is issued, whichever occurs first;
- Include and describe all grounds for the protest; and
- Include a protest bond payable to the State in the amount identified below *unless* the protest bond exemption under Tenn. Code Ann. § 12-3-514(g) applies and the protesting party provides a written exemption petition.

As established by Tenn. Comp. R. & Regs. 0690-03-01-.12(2), the following are the sole grounds for a protest:

- The contract award was arbitrary, capricious, an abuse of discretion, or exceeded the authority of the awarding entity;
- The procurement process violated a constitutional, statutory, or regulatory provision;
- The awarding entity failed to adhere to the rules of the procurement as set forth in the solicitation and this failure materially affected the contract award;
- The procurement process involved responses that were collusive, submitted in bad faith, or not arrived at independently through open competition; and
- The contract award resulted from a technical or mathematical error during the evaluation process.

The amount of the protest bond shall be:

- Five percent (5%) of the lowest bid or cost proposal evaluated;
- Five percent (5%) of the maximum liability or estimated maximum liability provided in the solicitation;
- Five percent (5%) of the estimated maximum revenue, if the solicitation, award, or proposed award is for a contract in which the State receives revenue; or
- For no-cost contracts, an amount determined by the Chief Procurement Officer.

The protest bond amount required for this solicitation is **number dollars (\$ #).**

Upon the Chief Procurement Officer's receipt of a protest and protest bond, a stay of the solicitation, proposed award, or award will go into effect until the protest is resolved in accordance with Tenn. Code Ann. § 12-3-514.

Protest Bond Example

The following is an example of a protest bond whose form and substance are acceptable to the State of Tennessee Central Procurement Office:

PROTEST BOND

The surety company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of protesting party)

(Address of protesting party)

as the party filing a protest of the State of Tennessee's determination(s) regarding a solicitation, an award, or a proposed award of a contract, (hereinafter called the "Protesting Party"), and

(Name of surety)

(Address of surety)

as surety, (hereinafter called the "Surety"), do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee ("State") in the penal sum of written amount (\$ number) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

THE CONDITION OF THIS BOND IS THIS:

WHEREAS, the State has issued [solicitation name] (Solicitation No. #);

AND, the Protesting Party, as an entity that has submitted a response to Solicitation No. #, claims to be aggrieved in connection with the solicitation, award, or proposed award of a contract;

AND, the signature of an attorney or the Protesting Party on a protest or other document constitutes a certificate by the signer that the signer has read the document and to the best of the signer's knowledge, information, and belief, formed after reasonable inquiry, the document is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation;

AND, neither a protest nor a stay of award shall proceed under the laws of the State of Tennessee unless the Protesting Party posts a protest bond, the Protesting Party does file this protest bond payable to the State with a notice of protest regarding the procurement process;

AND, the State shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination of the protest by the chief procurement officer;

AND, if the Protesting Party appeals the chief procurement officer's determination to the protest committee, the chief procurement officer shall hold the protest bond until instructed by the protest committee to either keep the bond or return it to the Protesting Party.

NOW, THEREFORE, this bond shall remain in full force and effect and shall be immediately payable to the State after the Protesting Party has had an opportunity to oppose the payment of this bond and a finding by the protest committee that:

1. The protest or other document was signed, before or after appeal to the chief procurement officer or protest committee, in violation of Tenn. Code Ann. § 12-3-514(c);
2. The protest has been brought or pursued in bad faith;
3. The affected state agency has suffered damages resulting in loss of funding, increased expenditures, or a disruption in services; the protest was filed in bad faith or in violation of Tenn. Code Ann. § 12-3-514(c); and the protest was not upheld;
4. The protest does not state on its face a valid basis for protest; or
5. For any other reason approved by the protest committee.

Otherwise, this bond shall be null and void.

IN WITNESS WHEREOF, the Protesting Party and Surety have executed this instrument and each has affixed its name and signature by its duly authorized officers, on this

_____ day of _____ in the year _____.

WITNESS:

(Name of Protesting Party)

(Name of Surety)

(Authorized signature of Protesting Party)

(Signature of attorney-in-fact)

(Name of signatory)

(Name of attorney-in-fact)

(Title of signatory)

(Surety's Tennessee license number)

CLICK-WRAP AGREEMENT APPROVAL REQUEST

Click-wrap Agreement Approval Request

Procurement professionals should use this document to seek approval to enter into a click-wrap agreement associated with a proposed one-time purchase made under an Agency’s local purchase authority. This document cannot be used to modify an existing contract, even a contract executed under an Agency’s local purchase authority. See sections 4.1. and 5.15.3.3. of the *Procurement Procedures Manual of the Central Procurement Office* for more information about click-wrap agreements.

Attach a copy of the proposed click-wrap agreement to this document and send the completed request in PDF format to: Agsprs.agsprs@tn.gov

APPROVED	APPROVED
CENTRAL PROCUREMENT OFFICE	OFFICE FOR INFORMATION RESOURCES
DATE	DATE

Agency request tracking #	
1. Requisition ID #	
2. Procuring Agency	
3. Vendor ID #	
4. Contractor	
5. Click-wrap agreement’s proposed Effective Date (This is the anticipated date for entering into the click-wrap agreement.)	
6. Click-wrap agreement’s proposed End Date	
7. Description of goods or services	

**SECTIONS 4 AND 5.1 – ELECTRONIC
SIGNATURES AND APPROVALS**

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE***

REQUEST: Add the following to the *Procurement Procedures Manual of the Central Procurement Office*.

4.1 Definitions

“Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Signature” or “signed” includes a mark, the name being written near the mark and witnessed, or any other symbol or methodology executed or adopted by a party with intention to authenticate a writing or record, regardless of being witnessed.

5.1. Procurement Personnel.

Procurement personnel responsible for procuring the State’s goods and services include the Chief Procurement Officer and all persons acting on behalf of the Chief Procurement Officer, whether such persons are located in the Central Procurement Office, within a State Agency or under a Delegated Authority.

5.1.1. Electronic Signatures and Approvals

In accordance with the State’s Uniform Electronic Transactions Act, Tenn. Code Ann. § 47-10-102, et seq. and the policy of the State Information System Council, any State employee or designee of a State employee who has been authorized by his or her respective State Agency to sign procurement documents may provide an Electronic Signature or electronic approval in order to constitute a binding agreement. An electronic approval or Electronic Signature shall be permissible in the following situations:

For Requisitions:

An Electronic Signature or electronic approval shall be an acceptable form of approval for procurement documents at the following State Agency workflow levels:

- Level 1
- Level 2

- Level 3
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Assets
- Finance and Administration—Office for Information Resources
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services Printing
- Department of General Services Postal
- Department of General Services—Central Procurement Office

For Purchase Orders:

An Electronic Signature or electronic approval shall be an acceptable form of approval for procurement documents at the following State Agency workflow levels:

- Level 1
- Level 2
- Level 3
- Finance and Administration—Assets
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury

For Contracts:

An Electronic Signature or electronic approval shall be an acceptable form of approval for procurement documents at the following State Agency workflow levels:

- Level 1
- Level 2

- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury
- Department of General Services—Central Procurement Office’s Final Approval

For Strategic Sourcing Events:

An Electronic Signature or electronic approval shall be an acceptable form of approval for procurement documents at the following State Agency workflow levels:

- Level 1
- Level 2
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury

5.1.2. Electronic Signatures

An Electronic Signature shall be a valid form of signature, provided that the signatory has authority for its affixation, for the following classes of documents:

- Pre-Approval Endorsement Request documents;
- Formal Request documents;
- Any Edison-generated document that requires a signature;
- Any contract or amendment; and
- Any other document for which a signature is required.

**SECTIONS 4 AND 5.11 – ADEQUATE
FINANCIAL RESOURCES**

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE***

REQUEST: Add the following to the *Procurement Procedures Manual of the Central Procurement Office*.

4.1 Definitions

“Adequate Financial Resources” means a Respondent’s ability to fully perform the financial terms and conditions of a contract entered into with the State. A Respondent that lacks Adequate Financial Resources may be considered non-responsible and not considered for contract award.

5.11.2. Determine status – Responsiveness and Responsibility

If the solicitation requests financial information and the response raises concerns that the respondent may lack Adequate Financial Resources, the solicitation coordinator shall evaluate whether a respondent has Adequate Financial Resources by considering the following:

- The Respondent’s financial health;
- Ratio of assets to liabilities;
- Working capital;
- Cash flow projections;
- Credit ratings;
- Profitability;
- Liquidity of assets;
- Bonding capacity;
- Liens or judgments;
- Delinquent taxes;
- Insurance coverages;
- Securities and Exchange Commission Form 10-K filings;
- Audited financial statements; or
- Bankruptcy or reorganization filings - a bankruptcy filing does not necessarily mean a lack of Adequate Financial Resources or that the Respondent is Non-responsive.

A respondent that appears, based on the response, to lack Adequate Financial Resources may nonetheless be deemed responsible if it demonstrates the ability to obtain Adequate Financial Resources. Evidence that a respondent has obtained Adequate Financial Resources may consist of a third-party commitment or explicit arrangement, such as a payment bond, performance bond, or a letter from a bank or financial institution evidencing a line of credit. Evidence of Adequate Financial Resources must be available upon request by the State and effective no later than the contract’s effective date. If the State requests evidence of Adequate Financial Resources from a respondent, evaluation of that respondent’s response will not continue until the respondent provides evidence of Adequate Financial Resources. All evidence of a respondent’s Adequate Financial Resources will be documented in the procurement file.

**SECTIONS 4 AND 5.15.3.3 – CLICK-WRAP
AGREEMENTS**

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE***

REQUEST: Add the following to the *Procurement Procedures Manual of the Central Procurement Office*.

4.1 *Definitions*

“Click-wrap Agreement” means an agreement appearing on a graphical user interface which presents a prospective licensee (i.e., the end user) with a message requiring the prospective licensee to manifest assent to any proposed terms and conditions by clicking a dialog box in order to proceed with an internet transaction. Although electronic, Click-wrap Agreements are considered “writings” because they are printable and storable.

5.15.3.3 *Click-wrap Agreements*

For any and all purchases of goods and services of information technology by the State, no State employee shall have the actual authority or apparent authority to enter into any Click-wrap Agreements on behalf of the State without the approval of the Central Procurement Office and the Office for Information Resources. No State employee has the authority to modify, amend, or supplement a current contract through a Click-wrap Agreement. A current contract can only be modified, amended, or supplemented under its terms or through an amendment, reduced to writing, and approved in accordance with Central Procurement Office rules, policies, and procedures.

**SECTIONS 4, 10.9, AND 10.10 –
SUBSCRIPTIONS AND SOFTWARE AS A
SERVICE (SAAS)**

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE***

REQUEST: Add the following to the *Procurement Procedures Manual of the Central Procurement Office*.

4.1 Definitions

“Software as a Service” (“SaaS”) means a method of software deployment whereby applications are owned, delivered, and managed remotely by one or more providers over the Internet or an intranet, and licensed to customers as an on-demand service through a usage-based model sometimes called a “subscription schedule.” SaaS, however, shall not be treated as a Subscription as that term is defined by the State.

“Subscription ” means expenditures, user fees, or other charges by departments, agencies, and entities of the State of Tennessee for: (1) newspapers, magazines, periodicals, books, films, instructional videos, read-only data, or other publications (i.e., any publication printed, microfilmed, photocopied, or otherwise recorded for auditory or visual use), including trade, business, professional, or other technical periodicals; or (2) access to such publications in their online or digital form, including access by means of a vendor-provided application that is necessary for or facilitates use of publications or data. A Subscription does not include SaaS licenses or agreements, or any other service, even when the payment methodology is called a “subscription schedule.” A Subscription is not a limited-time license.

10.9 Software as a Service

Software as a Service (“SaaS”) shall be treated as a term license for software or services, not as a Subscription as defined in section 4.1 of this manual. A SaaS license may use a “subscription schedule” as payment methodology, but this does not make it a “Subscription” as defined by the State. All SaaS agreements shall comply with the rules, policies, and procedures of the Central Procurement Office and Office for Information Resources.

10.10 Subscriptions

Subscriptions are meant to be used for procurements that do not require standard contracting procedure. In distinguishing between a Subscription and SaaS, procurement professionals should use their best judgment. If in doubt, procurement professionals should contact the Central Procurement Office for guidance. The use of a “subscription schedule” as the payment methodology is not determinative of a Subscription.

SECTION 11.1 – DOCUMENT VERSIONS

PROCUREMENT PROCEDURES MANUAL OF THE CENTRAL PROCUREMENT OFFICE

REQUEST: Add the following instructions to all: contract templates and models; grant contract templates and models; amendment templates and models; delegated authority templates and models; solicitation templates.

The completed document submitted to the Central Procurement Office must have a version date included as a header. The Central Procurement Office and the Comptroller of the Treasury reserve the right to decline to review a document that is missing the version date header.

REQUEST: Add the following as section 11.1 of the *Procurement Procedures Manual of the Central Procurement Office* and create a new subsection, General Information, for all existing information in section 11.

11. Templates and Models

11.1. Document Versions

Procurement professionals will not be required to update a model or template if, on the date the document is submitted to the Central Procurement Office, the “Templates and Models” webpage identifies the document as the: (a) current version of the model or template; or (b) prior version of the model or template *and* the current version has been in place for six (6) months or less. However, a procurement professional may submit a completed Rule Exception Request to seek permission to use a model or template that should be updated under the approach above *or* is older than the prior version. In the event a procurement professional submits a document other than the current version to the Central Procurement Office and the current version contains substantive changes, the Central Procurement Office or Comptroller of the Treasury may require revisions to the document to conform to the current version.

All models and templates submitted to the Central Procurement Office must have a version date included as a header. The Central Procurement Office and the Comptroller of the Treasury reserve the right to decline to review a document that is missing the version date header.

**CERTIFICATION RELATED
DOCUMENTATION**



STATE OF TENNESSEE
PROCUREMENT COMMISSION
3rd Floor, William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
(615) 741-1035 Fax (615) 741-0684

RE-CERTIFICATION

1. Item No. 763.100
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region II Headquarters - 4005 Cromwell Avenue, Chattanooga, TN.
Annual Price: \$33,025.68 or \$0.96 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 09/01/2015 – 08/31/2016

2. Item No. 763.A162
Service: Janitorial Services
Agency/Location: Tennessee Department of Environment and Conservation
Pickett State Park - 4605 Pickett Park Highway, Jamestown, TN.
Annual Price: \$10,228.60 or \$14.39 per labor hour
Price increase requested. Previous approved price is \$3,685.67 or \$11.59 per labor hour
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 09/01/2015 – 08/31/2016

3. Item No. 763.A166
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Tennessee Army National Guard Building 130
3041 Sidco Drive. Nashville, TN.
Annual Price: \$2,405.88 or \$0.40 per square foot
Price decrease requested. Previous approved price is \$2,595.94 or \$0.43 per square foot
Satisfaction: No complaints have been filed.
Re-certification Requested for Period of 08/01/2015 – 07/31/2016

LARRY MARTIN, Chairman
Commissioner of Finance & Administration

JUSTIN P. WILSON
Comptroller of the Treasury

ROBERT E. OGLESBY
Commissioner of General Services

MIKE PERRY
Chief Procurement Officer

4. Item No. 763.A167
Service: Janitorial Services
Agency/Location: Tennessee Department of Environment and Conservation
Cummins Falls State Park - 1081 Cummins Mill Road, Cookeville, TN.
Annual Price Memorial Day through Labor Day Includes Equipment, Supplies, and
Expendables: \$3,384.53 or \$11.51 per hour
Annual Price Labor Day through Memorial Day Includes Equipment, Supplies, and
Expendables: \$1,219.13 or \$10.69 per hour
Annual Price Memorial Day Through Labor Day: \$113.94 or \$9.50 per hour
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 08/01/2015 – 07/31/2016

NEW CERTIFICATION

5. Item No. 763.A174
Service: Janitorial Services
Agency/Location: Tennessee Department of Education
East Core Regional Office, Knoxville, TN
Annual Price: \$3,559.84 or \$1.18 per square foot
Certification Requested for Period of 09/01/2015 – 08/31/2016
6. Item No. 763.A175
Service: Janitorial Services
Agency/Location: Tennessee Department of Military
Army National Guard Building 757
Nashville International Airport, Nashville, TN
Annual Price: \$13,412.64 or \$1.39 per square foot
Certification Requested for Period of 08/01/2015 – 07/31/2016
7. Item No. 763.A176
Service: Dishwashing Services
Agency/Location: Tennessee Department of Education
York Agricultural Institute
701 N. Main Street. Jamestown, TN
Annual Price: \$16,705.04 or \$9.83 per labor hour
Certification Requested for Period of 08/01/2015 – 07/31/2016

LIMITATION OF LIABILITY REPORT

**Approved Limitation of Liability Requests
for the Time Period July 1, 2015 to August 31, 2015**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
33004-33116	15	5473	7/14/2015	APPROVED	7/15/2015	DEVELOPMENT AND WRITE PHASE 11 GRANT APPLICATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT NATIONAL DISASTER RESILIENCE COMPETITION	ECONOMIC AND COMMUNITY DEVELOPMENT/UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	CONTRACTOR'S LIABILITY FOR ALL CLAIMS UNDER CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE (1) TIMES THE MAXIMUM LIABILITY AMOUNT	7/15/2015
34901-00235	15	5565	8/4/2015	APPROVED	8/10/2015	COMPUTER AIDED DESPATCH (CAD) SYSTEM ALLOWING THE DEPARTMENT TO TRACK TROOPERS' SCHEDULES, WHERE THEY ARE LOCATED AT ANY GIVEN TIME, CRASHES WORKED, ETC.	DEPARTMENT OF SAFETY	MODIFICATION OF STATE'S STANDARD LANGUAGE WITHOUT A REDUCTION IN THE LIABILITY AMOUNT BELOW TWO (2) TIMES THE MAXIMUM LIABILITY	8/12/2015

CORRECTION OF ERRORS REPORT

**MEMORANDUM OF UNDERSTANDING
REPORT**

NONE TO REPORT WITH ACTIVE DATE

7/16/15 – 8/31/15