STATE OF TENNESSEE
PROCUREMENT COMMISSION
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Nashville, Tennessee 37243-1102
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- AGENDA -

PROCUREMENT COMMISSION MEETING #033
MONDAY, APRIL 1, 2019, 2:00 p.m.
TN TOWER, 3RD FLOOR, MULTI MEDIA ROOM

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I.	Call to Order	--
II.	Introduction of New Procurement Commission Members – Commissioners Christi Branscom and Stuart McWhorter	--
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	Proposed changes to the following Central Procurement Office documents (see attached documentation):	
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	(5) Remanufactured Good	**--**
VIII.	Other Business • Consent to Cancel April 18, 2019 Procurement Commission Meeting - next meeting would be May 16, 2019	**--**
IX.	Adjournment	**--**

MINUTES OF NOVEMBER 8, 2018 MEETING

MINUTES
PROCUREMENT COMMISSION MEETING #032
THURSDAY, November 8, 2018 – 2:00 P.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Members in Attendance:
Justin P. Wilson, Comptroller of the Treasury; Robert E. Oglesby, Commissioner, Department of General Services; Mike Perry, Chief Procurement Office

Others in Attendance:
Rick Pence, Christy Allen, Bryan Chriske, Paul Krivacka, Alex Komisar, Jenny Young, Shannon Howell, Randy Dean, Robin Hipes, Meryl Harris, Tim Drown, Brandon Silby, David Clifford, Mary Busby, Heather Smith, Karen Conway, Devon Wallace, Simeon Ayton, Trey Norris, Jantzen Claybaugh

I. Call to Order:

Comptroller Wilson called the meeting to order and recognized that a quorum of Procurement Commission ("Commission") members was present.

II. Announcement:

Comptroller Wilson announced that Larry B. Martin, Commissioner, Department of Finance and Administration, was not in attendance and that Commissioner Martin consented in writing to proceed without him. Comptroller Wilson stated that Commissioner Martin had agreed to the agenda items, but no items on the agenda would be taken up where there is controversy among the members so that the full Commission is present to hear the discussion.

III. Minutes from the September 20, 2018 Procurement Commission Meeting:

Comptroller Wilson presented the September 20, 2018, minutes for approval. Comptroller Wilson stated that the minutes appear to be in order and asked if there were any comments, corrections or suggestions. Seeing none, he moved adoption of the September 20, 2018, Procurement Commission meeting minutes as presented. Commissioner Oglesby seconded the motion; whereupon the minutes were approved.

IV. Consent Agenda Items:

Comptroller Wilson presented the Consent Agenda items for approval. He stated that there were eight consent agenda items that have been reviewed by Staff and by the Advisory Committee, all of which appeared to be appropriate for the consent agenda.

Comptroller Wilson asked if there were any comments or questions on any of the items on the consent agenda. Seeing none, Comptroller Wilson made a motion to approve Consent Agenda items (1) through (8). Commissioner Oglesby seconded the motion; whereupon Consent Agenda items (1) through (8) were approved.

V. New Business:

Comptroller Wilson asked Mr. Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to present the New Business agenda items. Mr. Krivacka noted that there were five new items on the agenda to be discussed. Agenda item number (3) would be deferred to a future Procurement Commission meeting to allow for further discussion and evaluation, thus leaving four items for presentation.

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

(1) RFP Template – Alternate Language if Redlines Allowed – CPO USE ONLY - NEW

Mr. Krivacka presented the following points with regard to the RFP Template – Alternate Language if Redlines Allowed – CPO USE ONLY - NEW proposal:

- This proposal is to add NEW language to the RFP Template for use when the State is amenable to making changes to the *pro forma* contract. As part of the procurement process, vendors are sometimes allowed to suggest redline changes to the State's *pro forma* contract. These redline changes are the starting point for negotiation. Use of this alternate language requires approval by CPO Legal.
- This proposal clarifies the Response & Respondent Prohibitions and Contract Award Process sections to make these sections consistent. There was some confusion within the vendor community, where in some places the solicitation allowed for redline changes to the *pro forma* but in other parts of the solicitation document, the solicitation would state that any changes could potentially result in a respondent being deemed nonresponsive. A respondent deemed nonresponsive would be disqualified.
- This proposal will clarify the RFP instructional text so that the negotiation sections would be harmonized when negotiating is permitted by the CPO.

Seeing no discussion on agenda item (1), Comptroller Wilson made a motion to approve RFP Template – Alternate Language if Redlines Allowed – CPO USE ONLY - NEW proposal as presented. The motion was seconded by Commissioner Oglesby. All members voted in favor – none opposed.

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

(2) *Contract Management Policy and Procedures*, Policy Number 2013-004

Mr. Krivacka presented the *Contract Management Policy and Procedures*, Policy Number 2013-004:

- This proposal will place the burden of actively monitoring the Contracting Party's performance, including ensuring that the goods or services received are equal in quality and quantity to those requisitioned or ordered, on State Agencies. This proposal will also make it clear that when deciding whether or not a renewal or extension should be exercised, State Agencies should consider any changes in the State Agency's needs, conditions in the marketplace, or the Contracting Party's performance.
- This proposal will also further clarify who is able to use a SWC.

Mr. Krivacka explained that the main thrust of all of these changes will be the starting point for vendor evaluation program. Vendor evaluation will allow the State to make decisions on whether a respondent should be awarded a contract, a contractor should be granted an extension, or contractor should be eligible for a contract renewal. While this proposal is merely a first step of sorts, there is a great deal of functionality in Edison that will still be needed.

Comptroller Wilson noted that this was just the first step. Mr. Krivacka confirmed.

Seeing no further discussion on agenda item (2), Comptroller Wilson made a motion to approve *Contract Management Policy and Procedures*, Policy Number 2013-004 proposal as presented. The motion was seconded by Commissioner Oglesby. All members voted in favor – none opposed.

Mr. Krivacka confirmed that agenda item (3) is being deferred.

(3) *Business Conduct and Ethics Policy and Procedures*, Policy Number 2013 - 009

Mr. Krivacka then proceeded to present agenda item (4):

(4) No Cost Contract Template ("NC")

Mr. Krivacka presented the following points with regard to the No Cost Contract Template ("NC") proposal:

- This proposal will change No Cost Contract from a "Model" to a "Template"
- This proposal will make the Hold Harmless language Mandatory.
- This proposal also includes optional language – termination for breach

Comptroller Wilson asked if approval of the proposal means that changes to the template would have to be approved by the CPO. Mr. Krivacka confirmed that changes would require CPO approval.

Seeing no further discussion on agenda item (4), Comptroller Wilson made a motion to approve No Cost Contract Template ("NC") proposal as presented. The motion was seconded by Commissioner Oglesby. All members voted in favor – none opposed.

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

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

NEW

Mr. Krivacka presented the following points with regard to the Fee for Goods or Services Contract Template ("FA") – Section D.32 – Insurance Options - NEW proposal:

This proposal will add additional optional language for:

- Technology Professional Liability (Errors & Omissions) / Cyber Liability Insurance - This type of coverage should be included if the contractor will have access to or be involved in the collection of confidential, privileged, and sensitive personally identifiable information.
- Crime Insurance – This type of coverage should be included when adding Cyber Liability Insurance coverage to protect exposure from crimes related to data theft and breach.
- Option 6 - Sexual Abuse and Molestation Insurance – This type of insurance coverage should be included when the contractor's duties involve minors, the handicapped, or senior adults. For example, if a contractor is involved in a child day care center, healthcare facility, or a nursing home, then this type of coverage would be required.
- Option 7 - Aviation Premises Liability Insurance – This type of coverage should be included in those situations where the contract involves storage of aircraft. Hangerkeeper's Liability Insurance - This type of coverage should be included when adding Aviation Premises Liability coverage to protect the aircraft while docketed in a hangar space.

Seeing no discussion on agenda item (5), Comptroller Wilson made a motion to approve Fee for Goods or Services Contract Template ("FA") – Section D.32 – Insurance Options - NEW proposal as presented. The motion was seconded by Commissioner Oglesby. All members voted in favor – none opposed.

I. Reports:

Mr. Krivacka presented the following standard reports for acknowledgement and for informational purposes:

1) Limitation of Liability
2) Correction of Errors
3) Memorandum of Understanding

Comptroller Wilson stated that he looked over the reports and didn't see any problems.

VI. Other Business:

Consent to Cancel the December 20, 2018 Procurement Commission Meeting:

Comptroller Wilson and Commissioner Oglesby gave their verbal consent to cancel the December 20, 2018 Procurement Commission meeting. Comptroller Wilson stated that the Procurement Commission needed written consent from Commissioner Martin to cancel.

VII. Adjournment:

Seeing no other business, a motion for adjournment was made by Comptroller Wilson and seconded by Commissioner Oglesby. All members voted in favor – none opposed; whereupon the November 8, 2018 Procurement Commission meeting was adjourned.

DEPARTMENT OF REVENUE
REGISTRATION

REQUEST: **Revise the Department of Revenue Registration requirement as follows:**

Solicitation Language:

Request for Qualifications (RFQ) Template:

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.

4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

Request for Proposals (RFP) Template:

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/ /#1

Invitation to Bid:

Department of Revenue Registration. Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/ /#1

STS PRE-APPROVAL ENDORSEMENT REQUEST

STS Pre-Approval Endorsement Request
E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration

https://tn.service-now.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097
For additional instructions please << INSERT HYPERLINK >>

FROM :

E-mail : _____

DATE :

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #

State Security Confidential Information Applicability

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

☐ Applicable
☐ Not Applicable

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

☐ Applicable
☐ Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

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

Applicable RFS #

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

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

Contracting Agency	
Agency Contact (name, phone, e-mail)	

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☐ Amendment Request
- ☐ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- ☐ Applicable – Approved ISP Project#
- ☐ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

A.2. DEFINITIONS

REQUEST: **Add the following to all Contract (FA, RV, and NC) Templates and Models.**

Instructions, Considerations, and Options:

Option: Definitions

Remove Contract Section A.2. Definitions if not needed. Any defined term should be capitalized and used consistently throughout the Contract.

Pro Forma:

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA") CONTRACT TERM

REQUEST: **Revise the "FERPA" contract clause as follows in all applicable models and templates.**

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

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

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

The Contractor 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 Contractor 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 Contractor access, and to only use such data for the exclusive purpose of performing its duties under this 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 Contractor shall be reported to the State within twenty-four (24) hours. Contractor 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 Contractor's failure to comply with this section.

Family 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. #. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family 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 obligations set forth in

this Section shall survive the termination of 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.

CONFIDENTIALITY OF RECORDS AND PERSONALLY IDENTIFIABLE INFORMATION CONTRACT TERMS

REQUEST: **Add the Confidentiality of Records as a standard Contract Term and revise the "Disclosure of Personally Identifiable Information" contract clause in all applicable models and templates as follows:**

D.#. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

Disclosure of Personally Identifiable Information

Add the following Section as appropriate. If unsure whether the Section is applicable, consult the CPO legal team.

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

the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

CONTRACTOR HOSTED SERVICES REQUIREMENTS CONTRACT TERM

REQUEST: **Revise the Contractor Hosted Services Requirements and Confidential Data Options contract term in all applicable models and templates as follows:**

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

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

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

(3) The Contractor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Contractor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Contractor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Contractor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Contractor shall provide proof of current certification annually and upon State request.

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

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

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

FORCE MAJEURE AND STATE AND FEDERAL COMPLIANCE CONTRACT TERMS

Request: **Revise the following contract terms in all applicable contract templates and models as follows:**

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

D.#. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

STATE OF TENNESSEE
ADMINISTRATIVE FEE CONTRACT
TERM

REQUEST: Revise the "State of Tennessee Administrative Fee" contract term in the Invitation to Bid Configurator as follows:

State of Tennessee Administrative Fee. A number percent (#%) administrative fee will be included in the cost of all goods or services purchased under this Contract. This number percent (#%) administrative fee will be rebated back to the State of Tennessee based on the quarterly contract usage of all Authorized Users.. The administrative fee is due to the State no later than forty-five (45) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Quarterly Contract usage shall be submitted to:
Contract Administrator
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov

TENNESSEE CONTRACTOR LICENSE AND PURCHASE OF MATERIALS FOR HIGHWAYS OR ROADWAYS, INVITATION TO BID TERMS

REQUEST: Revise the following terms in the Invitation to Bid configurator as follows:

Section 3 -- Standard Terms of the Solicitation

Tennessee Contractor License. Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, *et seq.* in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.

Purchase of Materials for Highways or Roadways. Respondents must comply with Tenn. Code Ann. § 54-5-135 when purchasing materials used for highway or roadway construction, resurfacing, or maintenance.

RFP AND RFQ - PAGE LIMIT REMOVAL

REQUEST: **Revise the Request for Proposals (RFP) Template and Request for Qualifications ("RFQ") Template as follows:**

RFP Template:

3. **RESPONSE REQUIREMENTS**

3.1. **Response Form**

Option: Technical Response Page Limitation

Replace section 3.1.1.2. with the following (revise specific documents that will be exempted from page limitation count as appropriate):

A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed ___ pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

RFQ Template:

Option: Page Limitation

Add the following instruction to limit the Technical Response to a certain number of pages as appropriate.

3.4.#. Exceed _____ pages in length (maps, graphs, and charts included as an appendix will not count against this page limit)

C.5. INVOICE REQUIREMENT INSTRUCTIONS, GR AND GG TEMPLATES

REQUEST: Revise the instructions for Section C.5, Invoice Requirements, in all Grant Templates and Models as follows:

Invoice Requirements

Add clear, non-conflicting, invoice requirements to this Section as appropriate.

Revise the Section to require or permit invoices other than on a monthly basis.

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

PROCUREMENT PROCEDURES MANUAL OF THE CPO, SECTIONS 4.1., 5.4.6., AND 5.4.7

REQUEST: Revise sections 4.1., 5.4.6. and 5.4.7. of the *Procurement Procedures Manual* as follows:

4.1. *Definitions.*

"Capital Project" means a project as defined within Item 2 of the Policy and Procedure of the State Building Commission of Tennessee.

5.4.6. Requisitions for Purchase.

A Requisition for Purchase in Edison must be used if any of the following apply:

- The purchase utilizes TN SmartShop.
- The purchase utilizes Inventory Auto-Replenishment in the Edison Inventory module.
- The Agency is requesting the Central Procurement Office to purchase a one-time purchase of a given good or service that is not otherwise available under an existing contract.
- The Agency is requesting the Central Procurement Office to establish a new Contract (unless the new Contract will result from a solicitation sent outside of Edison and with a *pro forma* contract attached e.g., through a Request for Proposals).
- The purchase is for a Capital Project or related item.

All requisitions for purchase require quantity, description, and costs. One-time purchases require the specific quantity to be purchased and detailed item descriptions. Agency Term Contracts with direct purchase authority and Delegated Authority must state the goods or services to be procured, the term of the contract, the estimated usage, and dollar amounts. When requested by the Central Procurement Office, a State Agency shall provide information and statistics to support or clarify estimates for purchases and to verify use of goods or services by the State Agency.

All Delegated Authority procurements should be conducted in accordance with the Central Procurement Office's *Policy and Procedures* on *Procurement Methods* and *Policy and Procedures on Delegated Authorities.*

5.4.7. *Exceptions from Requisitions for Purchase - Direct Purchase Orders*

Direct Purchase Orders are Purchase Orders that are created without first creating a Requisition for Purchase in Edison. Unless a Requisition is required, per section 5.4.6. above, then an Agency has the discretion to determine whether the Requisition or Direct Purchase Order process is better suited for their internal business needs.

PROCUREMENT PROCEDURES MANUAL OF THE CPO, SECTION 5.1.1

REQUEST: **Revise the *Procurement Procedures Manual of the Central Procurement Office* at section 5.1.1. as follows:**

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 ($.01 to $10,000)
- Level 2 ($10,000.01 to $50,000)
- Level 3 (over $50,000)
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Assets
- Finance and Administration—Strategic Technology Solutions
- 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 ($.01 to $10,000)
- Level 2 ($10,000.01 to $50,000)
- Level 3 (over $50,000)
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Strategic Technology Solutions
- 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
- 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

POLICY NUMBER 2013-006, *DELEGATION OF AUTHORITY POLICY,* SECTION 4

REQUEST: **Revise section 4 of *Policy Number 2013-006 Central Procurement Office Delegation of Authority Policy* as follows:**

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 DGA template. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not require a rule exception request, unless there are changes requested by the State Agency to the pro forma or underlying contract template. 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.

DELEGATED GRANT AUTHORITY ("DGA") TEMPLATE

REQUEST: Revise the Delegated Grant Authority Template as follows:

DELEGATED GRANT AUTHORITY (DGA) 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.

Use the Rule Exception Request for the DA or DGA template documents to request any modification to this template that is not otherwise identified in the instructions.

To request a delegation period in excess of twelve (12) months that does NOT exclusively involve federal funds 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 DGA 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 DGA (if any)	Last possible Start 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: ☐ SUBRECIPIENT ☐ 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.

Speed Chart (optional)	**Account Code** (optional)

CPO USE – DGA

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, redline 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 DGA templates is obtained.	**Number months**
C. What is the justification to extend the DGA in excess of twelve (12) months? Please only complete if the Delegation is **exclusively federally funded** and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification. ☐ Please check this box if there are **no** restrictions in the federal notice of award on the use of funds beyond the first year of the grant. **Brief justification and an explanation of any restrictions HERE:**	
D. 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**
E. What is the maximum liability of the Delegated Grant Authority?	**$ Amount**

F. GRANTOR STATE AGENCY DECLARATION:

1. **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 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**

Grantor State Agency:	Agency Name
Service Caption:	Program Identification

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:
   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 the Tenn. R. & Regs. § 0690-03-01-.17;
   d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and
   e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
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.
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.
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").

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.

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

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.

RULE EXCEPTION REQUEST FOR THE DA OR DGA TEMPLATES – AGSPRS VERSION

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority ("DA") Template or Delegated Grant Authority ("DGA") Template, any changes to contract templates underlying the DA or DGA, or to request a DGA NOT involving federal funds that remains in force and effect for more than twelve (12) months. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above. Complete section eleven (11) 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 DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

APPROVED CHIEF PROCUREMENT OFFICER	**APPROVED** COMPTROLLER OF THE TREASURY

Agency request tracking #	
1. **Procuring Agency**	
2. **Edison contract ID #**	
3. **Please select Delegation Type:**	☐ Delegated Authority ☐ Delegated Grant Authority
4. **Delegation's Effective Date**	
5. **Delegation's end date**	
6. **Delegation's Maximum Liability**	$
7. **Maximum Liability for a single procurement/ grant**	$
8. **Citation and explanation of the rule(s)** for which the exception is requested	
9. **Description of requested change(s) to the DA or DGA template**	
10. **Justification**	
11. **If requesting a delegation period in excess of twelve (12) months and the delegation is not exclusively federal funding, address the following:** a. **Provide a quarterly disbursement plan for the delegation period and attach it to this document; and** b. **Explain the internal controls and monitoring procedures that will be**	

used to avoid exceeding or amending the Maximum Liability.	
Signature of Agency head or designee and date	

RULE EXCEPTION REQUEST FOR THE DA OR DGA TEMPLATES – EDISON VERSION

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority ("DA") Template or Delegated Grant Authority ("DGA") Template, any changes to contract templates underlying the DA or DGA, or to request a DGA NOT involving federal funds that remains in force and effect for more than twelve (12) months. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above. Complete section eleven (11) 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, which is available here. Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html. In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

APPROVED	APPROVED
[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]	[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY

Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Delegation Type: (This will be the RER e-Form for routing purposes.)	☐ Delegated Authority ☐ Delegated Grant Authority
4. Delegation's Effective Date	
5. Delegation's end date	
6. Delegation's Maximum Liability	$
7. Maximum Liability for a single procurement/ grant	$
8. Citation and explanation of the rule(s) for which the exception is requested	
9. Description of requested change(s) to the DA or DGA template	
10. Justification	
11. If requesting a delegation period in excess of twelve (12) months and the delegation is not exclusively federal funding, address the following: **a. Provide a quarterly disbursement plan for the delegation period and**	

attach it to this document; and b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.	
Signature of Agency head or designee and date **[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]**	

RULE EXCEPTION REQUEST – AGSPRS VERSION

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. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

APPROVED	**APPROVED**
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY

Agency request tracking #	
1. **Procuring Agency**	
2. **Edison contract ID #**	
3. **Please select Procurement or Contract Type.**	☐ Grant Contract – for contracts involving Grants ☐ Technology - for contracts involving technology ☐ Risk Management - for changes to insurance or indemnification ☐ Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. **Contractor or Grantee**	
5. **Contract's Effective Date**	
6. **Contract or grant contract's Term** (with ALL options to extend exercised)	months
7. **Contract's Maximum Liability** (with ALL options to extend exercised)	$
8. **Citation and explanation of the rule(s)** for which the exception is requested	
9. **Description of requested changes** If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	
10. **Scope of Goods or Services Caption:**	
11. **Justification**	
Signature of Agency head or designee and date	

RULE EXCEPTION REQUEST – EDISON VERSION

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. Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html. 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. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

APPROVED	APPROVED
[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]	[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY

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Agency request tracking #	
1. **Procuring Agency**	
2. **Edison contract ID #**	
3. **Please select Procurement or Contract Type.** (This will be the RER e-Form for routing purposes.)	☐ Grant Contract – for contracts involving Grants ☐ Technology - for contracts involving technology ☐ Risk Management - for changes to insurance or indemnification ☐ Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. **Contractor or Grantee**	
5. **Contract's Effective Date**	
6. **Contract or grant contract's Term** (with ALL options to extend exercised)	months
7. **Contract's Maximum Liability** (with ALL options to extend exercised)	$
8. **Citation and explanation of the rule(s)** for which the exception is requested	
9. **Description of requested changes** If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	
10. **Scope of Goods or Services Caption:**	
11. **Justification**	
Signature of Agency head or designee and date	

[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]

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B.#. RENEWAL OPTIONS

REQUEST: **Add the following term to the Fee for Goods or Services ("FA") contract template, the configurator, and the Grant Contract ("GR") Template.**

Option: Term Renewal Additional Option

This alternative Renewal Option provides procurement professionals with the flexibility to exercise multiple renewal options in the best interest of the State and in accordance with the Contract terms. To use, change the section designation under B. to B.1., and add the following section.

B.#.	Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute [insert number (#) of renewal terms and length] renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

Option: Term Renewal Additional Option

This alternative Renewal Option provides procurement professionals with the flexibility to exercise multiple renewal options in the best interest of the State and in accordance with the Contract terms. To use, change the section designation under B. to B.1., and add the following section.

B.#.	Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute [insert number (#) of renewal terms and length] renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

INTERAGENCY AGREEMENT ("IA") MODEL AND INTERAGENCY AGREEMENT – GRANT MODEL ("IG") INSTRUCTIONS

REQUEST: **Revise the introductory instructions section of the IG and IA Models as follows:**

Interagency Grant (IG) Model:

INTERAGENCY AGREEMENT – GRANT MODEL

This model provides the format and content for drafting a cost-reimbursement grant agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; (2) a Tennessee state agency and a member of the University of Tennessee or Board of Regents ("TBR") educational systems. For a listing of all higher education institutions that can use this model please consult https://www.tbr.edu/institutions/our-institutions. Additionally, while the University of Memphis, Tennessee Technological University, Austin Peay State University, and Middle Tennessee State University are no longer members of the TBR, they can still utilize this model. All agreements must comply with the requirements of the Central Procurement Office's Grant and Subrecipient Monitoring Policy (Policy Number 2013-007) and the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. Please refer to Department of Finance and Administration – Policy 18 "Interunit Journals" for additional information, as applicable.

Grant administrators should complete text fields and follow, replace, or otherwise address red instructional text (*e.g.*, State Agency Name, amount, will/will not) as indicated with appropriate font and color. The standard IG Model begins on the following page. Additional IG instructions, considerations, and options follow the standard IG model.

Interagency Agreement (IA) Model:

INTERAGENCY AGREEMENT (IA) MODEL

This model replaces and supersedes the ID, ID-NC, and ED Models and provides format and content for drafting an interagency agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; (2) a Tennessee state agency and a member of the University of Tennessee or Board of Regents ("TBR") educational systems. For a listing of all higher education institutions that can use this model please consult https://www.tbr.edu/institutions/our-institutions. Additionally, while the University of Memphis, Tennessee Technological University, Austin Peay State University, and Middle Tennessee State University are no longer members of the TBR, they can still utilize this model. The use of this model is optional and serves as a guide. This model should NOT be used where the funding source is a grant. Questions regarding whether this model should be used should be directed to the Central Procurement Office. Please also refer to Department of Finance and Administration – Policy 18 "Interunit Journals" for additional information, as applicable.

Complete model 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.

GRANT CONTRACT (GR) TEMPLATE AND ENDOWMENT GRANT MODEL – SECTION E.#. INSURANCE

REQUEST: Revise Section E.#. Insurance of the Grant Contract ("GR") template and Endowment Grant ("GE") Model as follows:

Grant Contract ("GR") Template:

Insurance

Add the following Section as appropriate. Revise minimum coverage amounts and delete any unneeded subsections. If unsure whether the Section is applicable, consult the CPO grants program. If the grant contract involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as "written amount Dollars ($NUMBER AMOUNT)." If additional insurance coverage is appropriate, add as new subsections and number accordingly.

E.#. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

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

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

a. Commercial General Liability ("CGL") Insurance

    1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

    The Grantee shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

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

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

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

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

ii. The Grantee is a sole proprietor;

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

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

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

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

c. Automobile Liability Insurance

1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

Option 2: Professional Liability Insurance

Add the following if the Contract involves professional service providers, e.g., architects, engineers, consultants, counselors, medical professionals, attorneys, accountants.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:

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

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

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting"

or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

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

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

Option 3: Technology Professional Liability (Errors & Omissions) / Cyber Liability Insurance

Add the following if the Grantee will have access to or be involved in the collection of confidential, privileged, or sensitive personally identifiable information to provide coverage in the event of a data breach.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

Option 4: Crime Insurance

Add the following when adding Cyber Liability Insurance coverage to protect exposure from crimes related to data theft, breach, fraudulent impersonation, and social engineering.

f. Crime Insurance

1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events

which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

Option 5: Sexual Abuse and Molestation Insurance

Add the following insurance coverage if the Grantee has duties involving minors, persons with disabilities, or senior adults. For example, include if the Grantee is involved in a child day care center, healthcare facility, or a nursing home.

g. Sexual Abuse and Molestation Insurance

1) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

3) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

Option 6: Low Risk Insurance for Independent Contractor Grantees

Certain situations may arise where the Contract is with an Independent Contractor Grantee or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces Section E.#. Insurance in its entirety, up to Option 2. This option may only be used with the approval of the CPO Risk Manager.

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

The insurance obligations under this Contract shall be: 1—all the insurance coverage and policy limits carried by or available to the Grantee; or 2—the minimum insurance coverage

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

a. Automobile Liability Insurance

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

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

Endowment Grant ("GE") Contract Model

Insurance

Add the following Section as appropriate. Revise minimum coverage amounts and delete any unneeded subsections. If unsure whether the Section is applicable, consult the CPO grants team.

E.#. Insurance.

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

The insurance obligations under this Contract shall be: 1—all the insurance coverage and policy limits carried by or available to the Grantee; or 2—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any

insurance proceeds or policies in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverage(s) and policy limits.

a. Automobile Liability Insurance

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

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

b. Commercial General Liability ("CGL") Insurance

4) The Grantee shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Grantee shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

c. Workers' Compensation and Employer Liability Insurance

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

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

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

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

ii. The Grantee is a sole proprietor;

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

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

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

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

d. Professional Liability Insurance

i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

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

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

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

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

iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

D.27. STATE INTEREST IN EQUIPMENT OR MOTOR VEHICLES

REQUEST: Revise Section D.27, State Interest in Equipment or Motor Vehicles in all Grant Templates and Models as follows:

State Interest in Equipment or Motor Vehicles

Attorney General staff have advised that the Grantor State Agency must file a UCC-1 or

perfect in accordance with applicable law to the extent that it wishes to secure a security agreement and priority.

Add the following Section if the Grant Contract provides for the reimbursement of expenditures for equipment or motor vehicles (revising the second to last sentence of the first paragraph as necessary to establish a lower dollar threshold for the definition of "equipment or motor vehicles").

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the

State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

TDOT – OPTIONAL E.#. GRANT TEMPLATES

REQUEST: Add the following as TDOT Optional Section E Language to all Grant Templates as follows:

E.#. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.

b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

(1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

TDOT Environmental Division, Highway Beautification Office

E. #. The Grantee agrees that it will spend a minimum amount of Written Dollar Amount ($Number) for education in the prevention of litter. No line item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

TDOT Long Range Planning Division

E.#. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant Contract shall become the property of the State and shall be provided to the State upon request.

E. #. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant Contract, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.

E. #. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.

E.#. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific Unified Planning Work Program task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the Unified Planning Work Program. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant Contract and withholding of payment until the report(s) has been completed.

E.#. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing by the State and shall be subject to prior approval by the FHWA.

E.#. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

E. #. Buy America Act. The Grantee must comply with Buy America requirements established under 23 U.S.C. 313(b)(1) and the conditional partial waiver requirements in Federal Register, Vol. 78, No. 116, published June 17, 2013. Under this conditional waiver, the final assembly of any vehicles or equipment purchased with these funds must occur in the United States.

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

November 2018

1. Item No. 763.19c
   Service: Janitorial Services
   Agency/Location: Tennessee Military Department, Tennessee Army National Guard, Armed Forces Reserve Center, 117th Regional Training Institute, Building 686, Smyrna, Tennessee.
   Annual Price: $69,135.12 annually or $5,761.26 monthly or $0.8110 per square foot
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 12/01/2018 – 11/30/2019

2. Item No. 763.A168
   Service: Premium Coffee
   Agency/Location: Statewide Contract #919, Tennessee Department of General Services, Central Procurement Office
   Annual Price: $3,408.72 (October 2017 through August 2018)
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 12/01/2018 – 11/30/2019

3. Item No. 763.A100
   Service: Ground Maintenance Services
   Agency/Location: Tennessee Department of Transportation
   TDOT Region 4, Boswell Complex, 5344 Boswell Ave., Memphis, Tennessee.
   Annual Price: $7,008.84 annually or $194.69 per cycle per year.
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 12/01/2018 – 11/30/2019

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.A164
Service: Janitorial Services
Agency/Location: Tennessee Military Department, Tennessee Emergency Management Agency, 1510 R.E. Bailey Bypass, Jackson, Tennessee.
Annual Price: $6,674.40 annually or $556.20 monthly or $1.0303 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 01/01/2019 – 12/31/2019

5. Item No. 763.A178
Service: Janitorial Services
Agency/Location: Tennessee Department of Safety
Tennessee Highway Patrol, Truck Inspection Site (I-65 North), 5753 Highway 31W, Portland, Tennessee.
Annual Price: $6,084.29 annually or $507.02 monthly or $2.03 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 01/01/2019 – 12/31/2019

CERTIFICATION

November 2018

1. Item No. 763.A189
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
TDOT Region 4, Boswell Complex, 5344 & 5336 Boswell Ave., Memphis, Tennessee.
Annual Price: Regional Transportation Management Center $21,799.32 annually or $ 1.66 per square foot per year. Engineering Building $8,373.48 annually or $0.9775 per square foot per year. Help Building $3,813.96 annually or $2.98 per square foot per year.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 12/01/2018 – 11/30/2019

Addendum

November 2018

1. Item No. 763.A188
Service: Janitorial Services
Agency/Location: Tennessee Military Department, Tennessee Air National Guard Base, Nashville International Airport, Nashville, Tennessee.
Annual Price: $34,500.96 annually or $2,875.08 monthly or $1.56 per square foot. Price decrease due to square footage decreasing from 24,649 to 22,116 square feet
Satisfaction: No complaints have been filed.
Requested for Period of 12/01/2018 – 09/30/2019

RE-CERTIFICATION

March 2019

1. Item No. 763.32
   Service: Janitorial Services
   Agency/Location: Tennessee Department of Transportation, TDOT Region 1 Offices, Knoxville, Tennessee
   Annual Price: $60,311.88 annually, or $5,025.99 per month, or $0.825 per square foot
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

2. Item No. 763.A183
   Service: Day Porter/Custodial Services
   Agency/Location: Tennessee Department of Transportation, TDOT Region 4 Headquarters, 300 Benchmark Place, Jackson, Tennessee
   Annual Price: $20,543.28 annually, or $1,711.94 per month, or $9.8766 per hour
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

3. Item No. 763.21D
   Service: Ground Maintenance Services
   Agency/Location: Tennessee Department of Mental Health, Cloverbottom Development Center, 275 Stewards Ferry Pike, Nashville, Tennessee
   Annual Price: Scheduled Services $173,242.80 annually, or $4,812.30 per cycle, or $20.05 per acre per cycle. Non-Scheduled Services: $ 33,475.50 annually for 2,904 hours, or $ 11.53 per hour.
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

4. Item No. 763.94
   Service: Janitorial Services
   Agency/Location: Tennessee Department of Environment & Conservation, Bledsoe Creek State Park, 400 Zieglers Fort Road, Gallatin, Tennessee
   March through November: $ $17,044.88 annually, $12.31 per hour. Annual Price, December through February: $ 3,567.88 annually or $13.07 per hour.
   No price increase requested.
   Satisfaction: No complaints have been filed.
   Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

5. Item No. 763.A181
Service: Janitorial and Grounds Services
Agency/Location: Tennessee Department of Environment & Conservation, Long Hunter State Park, 2910 Hobson Pike, Hermitage, Tennessee
Annual Price: Janitorial Services: $40,518.72 annually, or $3,376.56 monthly, Ground Maintenance Services (Park Areas): $10,791.75 annually, or $719.45 per cycle, Ground Maintenance Services (Fields): $2,247.95 annually, or $449.59 per cycle.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

6. Item No. 763.A184
Service: Janitorial Services
Agency/Location: Tennessee Department of Education, Upper Cumberland Core Office, 448 Neal Street, Cookeville, Tennessee
Annual Price: $2,397.00 annually, or $199.75 per month, or $0.75 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2019 – 03/31/2020.

LIMITATION OF LIABILITY REPORT

Approved Limitation of Liability Requests
for the Time Period October 25, 2018 to March 18, 2019

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
33703-10117	18	12131	10/29/2018	APPROVED	11/1/2018	ELECTRONIC DATA INTERCHANGE SYSTEM FOR WORKER'S COMPENSATION TRANSACTIONS	DEPARTMENT OF LABOR AND WORKFORCE	This request was cancelled because it was determined that there was no change to the limitation of liability clause, as proposed.	CANCELLED PER COT 12/7/2018
32110-60837	18	12208	11/7/2018	APPROVED	11/7/2018	WIRELESS VOICE, TEXING AND DATA SERVICE PLANS, ALONG WITH ANCILLARY EQUIPMENT, SERVICES, FEATURES AND FUNCTIONALITIES	CENTRAL PROCUREMENT OFFICE - GENERAL SERVICES	The State elected to opt in to utilization of the First Responder Wireless Network existing under a contract with AT&T and the federal FirstNet Authority. The State agreed to a limitation of liability of one (1) times the maximum liability detailed in Section C.1., and as may be amended. This formula was used in an previous contract between the State and AT&T for NetTN Internet services.	11/8/2018
34701-Checkpoint WEB2	19	12507	1/14/2019	APPROVED	1/15/2019	WEB SEARCH TOOL	TENNESSEE DEPARTMENT OF REVENUE	During contract negotiations between CPO and Thomson Reuters, Inc., the parties agreed to reduce the contractor's liability due to the minimal risk exposure for the one year of service and in view of the negotiations for a Statewide contract.	1/15/2019
34501-12918K	19	12533	1/17/2019	APPROVED	1/17/2019	CHILD SUPPORT REPLATFORM	DEPARTMENT OF HUMAN SERVICES	As a result of negotiations between CPO, DHS and Deloitte, it was agreed to modify the contract language applicable to D.19. The potential risks of liability to the State were guarded against through contract provisions and references to Tenn. Code. Ann. § 12-3-701.	1/18/2019
34513-00120	19	12625	2/1/2019	APPROVED	2/1/2019	VOLUNTARY PATERNITY ACKNOWLEDGEMENT PROGRAM	DEPARTMENT OF HUMAN SERVICES	The Limitation of Vendor's Liability provision was deleted as inapplicable to the voluntary services provided and the contingent upon the unwed parent's consent to acknowledge paternity.	2/5/2019
34800-10725	19	12870	3/5/2019	APPROVED	3/5/2019	LIMITATION OF CONTRACTORS LIABILITY	TENNESSEE BUREAU OF INVESTIGATION	The Meggitt Training System is used to install and build indoor firing ranges and they have developed their own language to limit their exposure to the maximum liability in the contract detailed in section C.1. and as may be amended.	3/8/2019
VARIOUS	19	12916	3/11/2019	APPROVED	3/18/2019	STUDENT INFORMATION SYSTEM (SIS) SOLUTION	TN DEPARTMENT OF EDUCATION (TDOE), OFFICE OF DISTRICT TECHNOLOGY	The Limitation of Vendor's Liability provision was deleted as inapplicable to this no-cost contract for Education Agencies to purchase services from student information system. In accordance with Tenn. Code Ann. § 12-3-701 (a)(6) all no cost contracts with student information system providers for these services contain the same limitation of liability and allow the State to procure these services.	3/18/2019

CORRECTION OF ERRORS REPORT

Request to correct errors:

(1) Revise section 1.4.7. of the Request for Proposals ("RFP") Template to correct the website for internet posting to the following: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html

(2) Revise the Grant Budget Attachment of the Grant Contract ("GR") and Governmental Grant ("GG") Templates to correct the website for the Department of Finance & Administration policies to the following: https://www.tn.gov/finance/looking-for/policies.html

Explanation of errors:

(1) The current website link provided in section 1.4.7. of the RFP Template is no longer valid.

(2) The current website link provided in the bottom of the Grant Budget Attachment is no longer valid.

Procurement Staff signatures: Don Ivancic Digitally signed by Don Ivancic Date: 2019.03.13 10:23:59 -05'00'

Donald Ivancic, Legislative Procurement Compliance Manager, Comptroller of the Treasury — Date

Paul D. Krivacka Digitally signed by Paul D. Krivacka DN: cn=Paul D. Krivacka, o=Central Procurement Office, ou=Department of General Services, email=paul.krivacka@tn.gov, c=US Date: 2019.03.12 11:28:14 -05'00'

Paul Krivacka, Director of Category Management and Category Team Central Procurement Office — Date

Buddy Lea Digitally signed by Buddy Lea DN: cn=Buddy Lea, o=Department of Finance and Administration, ou, email=buddy.lea@tn.gov, c=US Date: 2019.03.12 12:27:32 -05'00' Adobe Reader version: 11.0.23

Buddy Lea, Assistant Commissioner, Department of Finance & Administration — Date

MEMORANDUM OF UNDERSTANDING REPORT

Number	SWC# / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
252	SWC 201/ Edison 51900	Equipment Rental	Parker Birt	Stowers Machinery Corp	Telehandler	1/2/2019	1-month, 6-month, and 12-month rental of Telehandler: 4-wheel drive, 42+ lift height, 9,000 lb rated capacity, 10 degree frame leveling, minimum 25,900 operating weight, 4 cylinder engine
253	SWC 201/ Edison 51902	Equipment Rental	Parker Birt	Sunbelt Rentals Inc	Telehandler	1/2/2019	1-month, 6-month, and 12-month rental of Telehandler: 4-wheel drive, 42+ lift height, 9,000 lb rated capacity, 10 degree frame leveling, minimum 25,900 operating weight, 4 cylinder engine
254	SWC 207/ Edison 60711	Fleet Maintenance	Parker Birt	Valvoline Inc	Additional Quart of Oil	1/29/2019	Additional Quart of Synthetic Blend Oil or Equivalent
255	SWC 502/ Edison 56781	Franklin Covey Training & Consulting	Eve Whittenburg	Franklin Covey Co	Franklin Covey All Access Pass	1/29/2019	LEAD Tennessee: 3-Year All Access Pass Annual Subscription 101-200 Users license; All Access Pass Annual Subscription Additional Passholder; All Access Pass Pre-Packaged Participant Kit; All Access Pass Pre-Packaged Facilitator Kit; Attachment 1 All Access Pass License
256	53203	NetTN	Sharon Pope	ATT	Additional Products and Services	Upon Signature	Emergency Service IP Network (ESINet) and Flexware services
257	SWC 387 / 37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	TEMA Specific Training Courses	2/20/2019	USFA O-305 Course with 2 Instructors and 2 Mentors, Incident Commander Course with 2 Instructors, Logistics Section Chief Course with 2 Instructors, Operations Section Chief Course with 2 Instructors, Planning Section Chief Course with 2 Instructors, Division Group Supervisor with 2 Instructors
258	SWC 222 / 40589	Vehicle Leasing	Kayla Logan	Acme Auto Leasing LLC	Additional Vehicles	2/13/2019	2019 Dodge Charger and 2019 Volkswagen Passat Wolfsburg Edition