

**STATE OF TENNESSEE**  
**PROCUREMENT COMMISSION**  
 3<sup>rd</sup> Floor, William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue  
 Nashville, Tennessee 37243-1102  
 (615) 741-1035 Fax (615) 741-0684  
 - AGENDA -  
**PROCUREMENT COMMISSION MEETING #041**  
**THURSDAY, JUNE 16, 2022, 9:00 a.m.**  
**NASHVILLE ROOM AND WEBEX**

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VI.	New Business:	
	Proposed changes to the following Central Procurement Office documents (see attached documentation):	
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VIII.	Other Business	
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VII.	Adjournment	--

**JIM BRYSON**  
 Commissioner of Finance & Administration

**JASON MUMPOWER**  
 Comptroller of the Treasury

**CHRISTI BRANSCOM, Chairman**  
 Commissioner of General Services

**MICHAEL F. PERRY**  
 Chief Procurement Officer

**MINUTES OF JANUARY 20, 2022  
MEETING**

**MINUTES**  
**PROCUREMENT COMMISSION MEETING #040**  
**THURSDAY, January 20, 2022, 2:00 p.m.**  
**WEBEX**

**Members in Attendance:**

Jason Mumpower, Comptroller of the Treasury (WebEx); Christi W. Branscom, Commissioner, Department of General Services; Butch Eley, Commissioner of Finance and Administration, Mike Perry, Chief Procurement Office

**Others in Attendance:**

Paul Krivacka, Robin Upchurch

**WebEx Attendance:**

Shannon Mohundro, Randy Dean, Buddy Lea, Christy Allen, Chadwick Nottingham, Josh Ferguson, Bryan Chriske, DeRenne Raley, Davis Nwankwo, Randy Dean, Buddy Lea, Cami Howard, Debi Moss, Jennifer Young, Joy West, Karen Conway, Lorraine Lassourielle, Nick Edwards, Terry Mason, Toni Stuart

**I. Call to Order:**

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

**II. Minutes from the October 21, 2021, Meeting:**

Commissioner Branscom presented the October 21, 2021, minutes for approval. Commissioner Eley moved adoption of October 21, 2021, Procurement Commission meeting minutes as presented. Comptroller Mumpower seconded the motion. All members voted in favor – none opposed, whereupon the minutes were approved.

**III. Consent Agenda Items.**

Commissioner Branscom presented the Consent Agenda items (1) through (3) for approval. Mr. Krivacka stated that items (1) through (3) are being presented for approval today, and he was available for any questions on the Consent Agenda items.

Commissioner Branscom asked if there were any comments or questions on the consent agenda items.

Seeing no discussion, Commissioner Eley made a motion to approve Consent Agenda items (1) through (3). Comptroller Mumpower seconded the motion. All members voted in favor – none opposed; whereupon Consent Agenda items (1) through (3) were approved.

#### **IV. New Business:**

Mr. Krivacka presented the following New Business agenda items:

Mr. Krivacka noted that there were (3) New Business items.

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

(1) Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – Track Changes to current

Mr. Krivacka summarized the following points regarding the Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – Track Changes to current proposal:

- In addition to updating the language in the FAIW, this proposal is a request to globally change all references to "CFDA" to "Assistance Listing" in the GR and GG templates to be consistent with federal language.
- This proposal will revise the default number of days from 60 days to 90 days for contract section C.7 and the optional sections for Disbursement Reconciliation and Close Out. (See 2 C.F.R. 200.344(a)).
- The proposal will also add additional instructions for Prohibition on Certain Telecommunications applicability.
- Finally, this proposal will change the applicability threshold for inclusion of the optional Federal Funding Accountability and Transparency Act ("FFATA") to comply with recent updates (see 2 CFR Pt. 170, App. A) and replaces the DUNS number reference.

Seeing no discussion on agenda items (1), Commissioner Eley made a motion to approve the Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – Track Changes to current as presented. The motion was seconded by Comptroller Mumpower. All members voted in favor – none opposed.

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

(2) Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – New

## Optional Terms

Mr. Krivacka summarized the following points regarding the Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – New Optional Terms:

- This proposal will add two new optional terms for section E—Special Terms and Conditions in our grant templates, from federal regulations: (1) Domestic Preference for Procurements; and (2) Never Contract with the Enemy.

Commissioner Eley mentioned these are new optional terms on Never Contract with the Enemy. It's a narrow provision, and he asked Mr. Krivacka to provide more explanation as to when this would come into play.

Mr. Krivacka explained that the instructions that go along with this provision provide the following term only applies to grants expected to exceed fifty thousand dollars (\$50,000). Therefore, the first threshold is a grant of over fifty thousand dollars (\$50,000) that is performed outside of the United States, including US territories, supporting a contingency operation in which members of the Armed Forces are actively engaged in hostility. It would not apply to authorized intelligence or government law enforcement activities.

Mr. Eley asked who would determine if this option would be included in a particular contract.

Mr. Krivacka stated that much like all grant provisions, the CPO relies very heavily on the state agencies for whether specific provisions apply to the programs under their jurisdiction because the agencies work closely with their federal government partners and understand better than the CPO all of their obligations and grant assurances that are required as a condition for receiving federal funds. So, the first gatekeepers are the state agencies. The CPO would include this in the Advisory Circular concerning the new provision, letting everyone know that the Procurement Commission has approved this optional provision. In addition, the CPO will provide a job aide and include this as a topic for our grant user group so that all state agencies would be aware of this optional provision and understand when it would be appropriate to use.

Mr. Eley commented that he thinks it's a worthwhile provision and agrees that the department is best positioned to recognize when it would be needed as an option. However, he believes it is such a narrow focus that suggests doing training beyond notification, as Mr. Krivacka pointed out. Hence, there is more recognition about the purpose behind this provision and how and when to apply it best.

Mr. Perry commented to Commissioner Eley that the CPO could have the Grant Managers develop a training module to be included with the training with agency grant managers. Along with a job aid and the instructions in the template. It is improbable that this provision will be needed, but it is good to have just in case. The CPO and the Comptroller also review most contracts, so there are two sets of eyes on those contracts subject to review by the CPO and Comptroller after the agency develops them.

Seeing no further discussion on item (2), Commissioner Eley made a motion to approve the Grant Contract ("GR") and Governmental Grant ("GG") Contract Templates – New

Optional Terms as presented. The motion was seconded by Comptroller Mumpower. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda items (3):

(3) Request for Proposals ("RFP") Template, Option: Electronic Submission of Proposals

Mr. Krivacka presented the following point regarding the Request for Proposals ("RFP") Template, Option: Electronic Submission of Proposals proposal:

- This proposal provided additional flexibility during the pandemic by waiving all requirements to submit paper copy responses and references.
- Suppliers expressed challenges regarding logistics around providing paper responses and references and this option could be utilized to permit Electronic Submission of Proposals.

Comptroller Mumpower asked Mr. Krivacka to speak on the provisions of a sealed bid. He asked how the statutory reliance of a sealed bid applies to electronic bidding. Mr. Krivacka explained that the requirements or attempts to seal documents go back to before the common era and are often facilitated through envelopes sealed with wax and affixed with some designation (e.g., a signet ring or other sign of authenticity). The seal would let people know items were authentic, which meant the contents were authentic. Since then, society has evolved from sealing with adhesive or wax to having electronic documents that we know are authentic because they are electronically stamped, encrypted, and delivered. Mr. Krivacka stated that many terminologies, such as sealed bids and things like that, have dramatically changed due to technology. For example, encryption ensures that documents are authentic from the time of dispatch until delivery and that they have not been tampered.

Mr. Perry also commented that CPO ensures that they are secured until the designated time to open and review any proposals or bids. Hence the term "sealed," there is always a designated bid closing date. Then, and only when that time and date arrives, would the responses be opened and examined even if they are electronically submitted.

Commissioner Eley wanted to clarify for the record that this is an option, so if there is a small business or anyone that wanted to submit a bid in person, they could do so. Mr. Krivacka confirmed that small businesses can always deliver a physical response to a solicitation and further stated that they will continue to have the right to provide a physical response. Mr. Krivacka also stated that he encourages flexibility. The CPO's goal is to increase competition, make procurement process more efficient, and a better process for the vendor community as well. Therefore, if there are situations where the vendors show that they would be at a disadvantage or unable to participate but for submitting a physical response, the CPO would allow this to happen and not mandate that only electronic responses can be submitted.

Seeing no further discussion on agenda items (3) Commissioner Eley made a motion to Request for Proposals ("RFP") Template, Option: Electronic Submission of Proposals as

presented. The motion was seconded by Comptroller Mumpower. All members voted in favor – none opposed.

**V. Approval of Human Resource Agency Procedures:**

1) First Tennessee Human Resource Agency (FTHRA)

Commissioner Branscom asked Mr. Perry if there was a report on the procedures. Mr. Perry stated that we received the revisions to the FTHRA procedures to CPO. CPO staff and Advisory Council on State Procurement have reviewed the revisions. Mr. Perry stated that it is a statutory requirement that the commission approves any procedures or policy changes in Higher Education Institutions. Mr. Perry advised that it is just a matter of the Procurement Commission accepting and approving the revisions that will go into effect.

Seeing no discussion on agenda item (5) Human Resource Agency Procedures, Commissioner Eley made a motion to approve Human Resource Agency Procedures as presented. The motion was seconded by Comptroller Mumpower. All members voted in favor – none opposed.

**VI. Reports:**

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

- 1) Certification Related Items (CMRA)
- 2) Limitation of Liability
- 3) Memorandum of Understanding (MOU)

Commissioner Branscom requested to reflect that the reports were presented and accepted.

**VII. Other Business:**

Consent to Cancel the February 17, 2022, Procurement Commission Meeting:  
Comptroller Mumpower, Commissioner Branscom, and Commissioner Eley gave their verbal consent to cancel the February 17, 2022, Procurement Commission meeting. The next meeting will be on March 17, 2022. A motion was made by Comptroller Mumpower and was seconded by Commissioner Eley. All members voted in favor – none opposed.

**VIII. Adjournment:**

Seeing no other business, a motion for adjournment was made by Comptroller Mumpower. The motion was seconded by Commissioner Eley. All members voted in favor – none opposed, whereupon the January 20, 2022, Procurement Commission meeting was adjourned.

**INTRODUCTION OF COMMISSIONER  
JIM BRYSON**



# Jim Bryson



## **Deputy Commissioner, Bureau of Parks and Conservation**

Jim Bryson was appointed TDEC's deputy commissioner for Parks and Conservation in May 2019. His responsibilities leading this bureau include: Tennessee State Parks, Tennessee Division of Archaeology, Tennessee Division of Natural Areas, Partnerships and Development, Recreation Education Services, Administration, Facilities Management, Interpretive Programs, and Marketing.

Jim has a track record of success in business, state government and community improvement spanning more than three decades. He is founder and president of 20/20 Research Inc., a market research consulting, project management and technology firm based in Nashville. As the company's founder in 1986 through its steady growth to now serving clients in 90 counties with hundreds of employees, Jim has demonstrated a thoughtful leadership approach acknowledged for its outstanding employee culture and mission-driven success in all kinds of organizational life cycles and business conditions.

Jim has championed the advancement of qualitative research professionals in both business and academia, including serving three terms as international president of the Qualitative Research Consultants Association. He is known in the field for his support of skills, abilities and competencies that help companies better understand and know their customers, enabling them to design products and services that best meet their needs and wants.

From guiding the growth of his company to his service as a state senator in the Tennessee General Assembly from 2003 to 2007, Jim has led by example. His smarts, strength and straightforwardness comes with a true kindness, concern and care for all people. Jim has been involved with a host of local

projects improving our community and has been a national leader in the development of successful relief projects for the people of Haiti, including his founding of The Joseph School for poor and orphaned children in Haiti.

Jim knows strategy and business, but he also has life-long passion for the natural world, beginning as a young boy growing up in rural Arkansas, living near Lake Dardanelle and Lake Dardanelle State Park. He spent many days and nights in the park, on the lake or in the woods hiking, camping, hunting and fishing.

Jim is Past President of The Sycamore Institute, an independent, nonpartisan public policy research center focused on Tennessee issues. He is also a member of the Nashville Downtown Rotary Club and First Baptist Church in Nashville. Jim earned his bachelor's degree from Baylor University and received a Masters in Business Administration from Vanderbilt before founding 20/20 Research. He and his wife, Carol, a Greeneville native, have four children and two grandchildren.

**PROCUREMENT  
COMMISSION AGENDA  
ITEMS OVERVIEW**

## Consent Agenda Items:

### 1) **ADA Language - NEW:**

- This proposal was requested by DMHSAS and will add optional language to the Grant and non-grant contracts as follows:

The [grantee or contractor] must comply with the American with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability. For more information, please visit the ADA website: <http://www.ada.gov>.

### 2) **DCS Optional Clauses - NEW:**

- This proposal will add new optional terms to the FA template, that are commonly requested by DCS. Adoption of this proposal will reduce the number of RERs that are requested. The new terms are as follows: (1) Not a DCS Employee; (2) Employee Background Checks; and (3) Criminal Background Check.

### 3) **Grant Cover Sheets:**

- This proposal will replace the CFDA # with the Assistance Listing Number on the cover sheet for the GG, GR, and IG templates and model.
- This proposal will also, for the IG cover sheet, replace "Contractor" as an option and replace it with "Recipient" for the grantee designation on the cover sheet and corresponding instructions.
  - This proposal was requested by state agencies to clear up any confusion as to when the grantee should be designated as a contractor when using an Interagency agreement.
  - Under the grant management policy, if the grantee is designated as a contractor, then the IA template should be used.

### 4) **IG – FAIW:**

- This proposal will update the current IG template by adding the newly revised FAIW (Federal Award Identification Worksheet) as an attachment. This proposal also includes the most recent version of the FAIW that must be included in the IG contract.

### 5) **State of TN Administrative Fee:**

- This proposal removes the reference to an individual person and will instead refer generally to the position title.
- This change will offer more flexibility and less need to update as personnel changes are made.

### 6) **Grant Budget Attachment Option – NEW:**

- This proposal adds a new option to the GR, GG, and IG for instances when it is beneficial to have line-item details broken out into more specific categories instead of grouped together.
- This change has been requested by the Department of Health to assist with reporting requirements.

**7) GU (Tennessee or Local Federal Government) Model – FFATA:**

- This change will mirror changes made to other contract templates regarding the FFATA contract term.
- In particular, the applicability threshold has been raised to \$30,000 and the numbering system utilized by the federal government has been updated from DUNS to the Unique Entity Identifier.

**8) Diversity Utilization Plan**

- This change updates the website address and the phone number for the Governor’s Office of Diversity Business Enterprise.

<b>New Business Agenda Items:</b>
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**1) Advance Payments Rule Exception Request (“RER”):**

- This proposal will add additional parameters for when procurement professionals are required to complete and submit the RER- Advance Payments.
- If using “Advance Payment” as the payment methodology, then procurement professionals are required to complete and submit an RER if extending the term OR increasing the funding amounts (**after the fact**) in addition to those times when they are including an advance payment provision.

**2) Endowment Grant:**

- This proposal will clarify and make a distinction between a direct appropriation grant vs. an endowment grant.
- The language in the red font was recommended by F&A representatives to clarify misconceptions or ambiguity surrounding use of the endowment grant template.
- If the appropriation is not awarded in the appropriations bill and does not appear in F&A’s Division of Budget’s annual direct appropriation list, then agencies should be using either an Endowment Grant (“GE”), Governmental Grant (“GG”) or Grant Contract (“GR”) template as long as the general public is the beneficiary.

**3) Contract Amendment Template:**

- This proposal switches the template default Amendment Effective Date language and replaces it with the optional Amendment Effective Date language.
- Under CPO rules, policies, and procedures, no contract or amendment is effective until it has been duly authorized by all required approvers. This means that the earliest a contract or an amendment can be effective is the day on which the last approval has been obtained.
- In instances where the State Agency would prefer to have a specific amendment Effective Date they will still be able to utilize the (now) optional text.

**4) Emergency Purchases Request Report – NEW:**

- This proposal will add a new Edison E-form to document emergency requests and the CPO's approval of the same.
- The use of the Edison E-Form tool will also assist the CPO with meeting any statutory or FRC reporting requirements.

**5) Request for Qualifications:**

- This proposal will make several changes to the RFQ Template, including the following highlights:
  - Removal of references to Cost being evaluated (generally, if Cost is going to be evaluated, then should do a RFP or other procurement method);
  - Removal of references to receiving Cost Proposals from only Qualified Respondents – will receive Technical and any requested cost information at one generic Response deadline; and,
  - Removal of B.17. References to match recent changes to the RFP Template.

**6) Policy Number 2015-010, Statewide Payment Card Policy and Procedures - NEW:**

- This proposal is recommended by the P-Card Team to address a number of questions they have received regard delivery of P-Cards.
- This request will add a new subsection 6.2. "P-Card Delivery and Distribution" and explain that the RER process should be followed in the event direct delivery to Cardholders is requested.

**7) Boycott of Israel - NEW:**

- This proposal adds a new mandatory term and condition to the configurator and the FA Template pursuant to [Public Chapter Number 775](#).
- The new term includes a certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- The new law does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars or to contractors with less than ten employees.

# **ADA LANUGAGE**

**NEW**

**REQUEST: Add the following as a new optional provision in the FA; NC; GR; and GG Templates.**

**Option: American with Disabilities Act.**

Add the following section as appropriate.

**E.#.** American with Disabilities Act. The [Grantee or Contractor] must comply with the American with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.



**DCS OPTIONAL CLAUSE  
NEW**

**REQUEST: Add the following as DCS Optional Clauses to the FA Contract:**

**Tennessee Department of Children's Services ("DCS")**

DCS may add the following Sections as appropriate:


**E.#.** Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.

**E.#.** Employee Background Checks. Prior to the provision of any services for this Contract, all Contractor personnel that have direct contact with children shall comply with DCS Policy 4.1. Employee Background Checks.

**E.#.** Criminal Background Check. Prior to the provision of any services for this Contract, all Contractor personnel performing work under this Contract shall provide fingerprint samples to affect a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. The Contractor shall be responsible for the payment of all fees for Contractor personnel providing their fingerprint samples and submitting to a criminal history review.

# **GRANT COVER SHEETS**

**REQUEST: Revise the Grant Cover Sheets and instructions as follows:**

 <h2 style="text-align: center;">INTERAGENCY GRANT AGREEMENT COVER SHEET</h2> <p style="text-align: center;">(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>		<b>Edison Supplier ID</b>	
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>	

**SUMMARY COVER SHEET**

A summary cover sheet properly completed and in accordance with the model is required. Complete the summary cover sheet fields as indicated within the model and the following field directions.

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

*Subrecipient or Recipient* Subrecipient or Recipient in accordance with the *OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

*Funding* Amounts by fiscal year and funding source with row and column totals  
The Grant Agreement's Maximum Liability must equal the sum of the total amount column (i.e., the grand total amount for all fiscal years and all sources of funding)

 <h2 style="text-align: center;">GRANT CONTRACT</h2> <p style="text-align: center;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p>			
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b>	
		<b>Grantee's fiscal year end</b>	



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> -	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end</b>		

## **IG – FAIW**

REQUEST: Revise the Federal Award Identification Worksheet attachment to the Interagency Grant Contract (“IG”) Model in the Instructions portion for Section A as follows:

**ATTACHMENT REFERENCE**

**Federal Award Identification Worksheet**

Subrecipient’s name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient’s Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant Agreement’s begin date	
Grant Agreement’s end date	
Amount of federal funds obligated by this Grant Agreement	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

# **STATE OF TN ADMINSTRATIVE FEE**



**REQUEST:      Revise the State of Tennessee Administrative Fee term as follows:**

53. **State of Tennessee Administrative Fee.** A **number (#%)** administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This **number percent (#%)** administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

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:  
Director, Office of Financial Management  
Department of General Services  
22nd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

Contract usage reports shall be submitted to:  
Contract Administrator  
Department of General Services  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Email: [CPO.State\\_of\\_TN@tn.gov](mailto:CPO.State_of_TN@tn.gov)

**GRANT BUDGET ATTACHMENT  
OPTION (NEW)**

**REQUEST: Add the following as an option to the GR, GG and IG:**

**Grant Budget Line-Item Detail.**

Replace the Grant Budget attachment with the following if the grant requires a more detailed breakdown of budget items.

**ATTACHMENT REFERENCE**

<b>GRANT BUDGET</b>				
<b>Additional Identification Information As Necessary</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending DATE.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	0.00	0.00	0.00
2, 3	Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals <sup>2</sup>	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost (% and method)	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT REFERENCE**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>TRAVEL/CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>SPECIFIC ASSISTANCE TO INDIVIDUALS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

<b>ROUNDED TOTAL</b>	<i>Amount</i>
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<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
<i>Specific, Descriptive, Detail (Repeat Row As Necessary)</i>	<i>Amount</i>
<b>ROUNDED TOTAL</b>	<i>Amount</i>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
<i>Specific, Descriptive, Detail (Repeat Row As Necessary)</i>	<i>Amount</i>
<b>ROUNDED TOTAL</b>	<i>Amount</i>

**GU (TENNESSEE OR LOCAL FEDERAL  
GOVERNMENT) MODEL – FFATA**

**REQUEST: Revise the GU (Tennessee or Local Federal Government) Model as follows:**

**Federal Funding Accountability and Transparency Act**

Add the following section if the contract will be funded in whole or part by federal funds anticipated to equal or exceed \$30,000.

**E.#.** Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
  - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.



- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
  - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
  - d. The Contractor will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

# **DIVERSITY UTILIZATION PLAN**

## GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

### Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

#### **Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

#### **Service-Disabled Veteran Business Enterprise (SDVBE)**

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

#### **Small Business Enterprise (SBE)**

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

#### **Disabled Business Enterprise (DSBE)**

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office--cpo-go-dbe/program-eligibility.html>

#### Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>  
directory or by calling 615-741-9263.

**RESPONDENT'S DIVERSITY UTILIZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___Yes ___No		
If yes, which designation does the Respondent qualify? _MBE _WBE _DSBE _SDVBE SBE		
Certifying Agency:		

**Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:**

<b>Diversity Business Information</b> (List all subcontractors, joint-ventures, and suppliers)	<b>% of Contract</b>	<b>Estimated Amount</b>	<b>MBE/ WBE/ SDVBE/ SBE/ DSBE Designation</b>	<b>Currently Certified (Yes or No)</b>
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Signatory \_\_\_\_\_

**ADVANCE PAYMENTS RULE  
EXCEPTION REQUEST (“RER”)**

# Rule Exception Request – Advance Payments

Advance Payments prior to receipt of goods or performance of services are generally discouraged by the State. To request approval for an Advance Payments provision; for a Term extension that involves Advance Payments; or for an increase in the funding amount, complete and upload this document and route for approvals by selecting the RER e-Form for Advance Payments in Edison. Note: This RER is not required for software licenses or maintenance and support agreements. 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>.

<b>Agency request tracking #</b>	
<b>1. Procuring Agency</b>	
<b>2. Edison contract ID #</b>	
<b>3. Scope of Goods or Services Caption:</b>	
<b>4. Please select the Contract Type.</b>	<input type="checkbox"/> Grant Contract ("GR") <input type="checkbox"/> Governmental Grant ("GG") <input type="checkbox"/> Other
<b>5. Recipient Name</b>	
<b>6. Contract's Effective Date</b>	
<b>7. Term (with ALL options to extend exercised)</b>	months
<b>8. Contract's Maximum Liability (with ALL options to extend exercised)</b>	\$
<b>9. Funding Source</b>	<input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Interdepartmental <input type="checkbox"/> Other _____
<b>10. Advance Payment Type requested</b>	<input type="checkbox"/> Partial Advance Payment <input type="checkbox"/> Periodic Advance Payment <input type="checkbox"/> Total Advance Payment <input type="checkbox"/> Other _____
<b>11. Description of Advance Payment Methodology and Amounts requested</b> Please provide red-lines or track changes to highlight any deviations from template language.	
<b>12. Justification</b>	
<b>Signature of Agency head or designee and date</b> <b>[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]</b>	

# **ENDOWMENT GRANT**

## GE MODEL

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This model prescribes the format and content for an endowment grant to: an individual, business, or non-profit; a Tennessee state, local, or quasi-governmental entity; or a governmental entity of another state or country. An endowment grant contract effects an award of funds or property to a grantee when the State intends to make the award free of conditions, excluding a direct appropriation grant, beyond a cited purpose that will benefit the general public or some population of the general public. Please see [CPO Policy # 2013-007](#) Grant Management and Subrecipient Monitoring Policy and Procedures and the CPO Rules for more details.

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## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b> —	<b>Edison ID</b>
<b>Public Chapter</b>	<b>Bill #</b>	<b>Section</b>	<b>Item</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>

**Service Caption** (one line only)

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
<b>TOTAL</b> :					

**Ownership/Control**

African American    
  Asian    
  Hispanic    
  Native American    
  Female  
 Person w/Disability    
  Small Business    
  Government    
  NOT Minority/Disadvantaged  
 Other:

**Grantee Selection Process Summary**

<input type="checkbox"/> Competitive selection	Describe the competitive selection process used.
<input type="checkbox"/> Non-competitive selection	Describe the reasons for a non-competitive grantee selection.

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*CPO USE - EG*

<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
STATE AGENCY NAME  
AND  
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" or the "Grantor State Agency" and **Grantee Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **Scope of Service Caption**, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The following red text is for instructional purposes only and should be deleted from the Grant Contract.

The Grantor State Agency must justify why an endowment grant with an advance payment is needed over a cost-reimbursement grant. The Grantor State Agency should concurrently submit an approved rule exception request for advance payment. The rule exception request should cite the statutory authority to make the award by stating, "This Grant Contract is being awarded pursuant to Tenn. Code Ann. §(cite applicable title, chapter, section)."

By using this Endowment Model, the Grantor State Agency understands that the Grant Contract may only establish a Grantee relationship with the Grantee as defined by Central Procurement Office Policy 2013-007.

The default terms of this Endowment Model are to be used when granting an award to a Tennessee local governmental entity. The Grantor State Agency should consult the "Considerations, Instructions, and Options" section of the Endowment Model to replace certain terms when contracting with an individual, business, non-profit, or a government entity of another state or county.

The Grantee is a/an/the Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Limited Liability Company, , or Tennessee Government Entity.

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.#. **Specify the Scope that the Grantee must provide under this Grant Contract. Do not include payment terms in the Scope.**

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Amount)** ("Maximum Liability").

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.

- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

State Contact Name & Title

State Agency Name

Address

Email Address

Telephone # Number

FAX # Number

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

Telephone # Number

FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. 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 Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;



- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee 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 Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

Add ALL Necessary or Contingently Required Special Terms & Conditions

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**GRANTOR STATE AGENCY NAME:**

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**NAME & TITLE**

**DATE**

<b>GE INSTRUCTIONS, CONSIDERATIONS, and OPTIONS</b>
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The following pages contain additional GE instructions, considerations, and options. Replace or modify the standard GE Model by including the following content as appropriate. Content included with a box around it is intended to be inserted into the standard GE Model as appropriate.

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

**COVER SHEET**

A summary cover sheet properly completed and in accordance with the model is required. Complete summary cover sheet fields as indicated within the model and the following field directions.

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

**PREAMBLE**

Add additional information only if necessary.

**A. SCOPE OF SERVICES**

It is the responsibility of the Grantor State Agency to adequately draft a scope of services. Oversight examiners will rely on the authorized signature of the Grantor State Agency on the Grant Contract as certification and assurance that the proposed scope of services is clear and correct, adequate for all legal and enforcement purposes, and sufficiently detailed to ensure Grantee accountability and results.

Do NOT include payment terms in the scope of services.

Draft the scope of services to clearly, specifically, and definitively detail Grantee duties, responsibilities, and the associated performance requirements. Describe, in detail, the service and deliverable requirements and all related specifications.

**Option: Grant Proposal Attachment**

It is NOT acceptable to attach the associated grant proposal to the Grant Contract in lieu of a properly drafted scope of services. Proposals for funding are NOT adequately definitive to stand alone as the description of Grantee duties and responsibilities or performance requirements.

To attach an associated grant proposal to the Grant Contract in support of a properly drafted scope of service, use the following optional section.

**A.#.** Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment **Reference**) incorporated to elaborate supplementary scope of services specifications.

**B. GRANT CONTRACT TERM**

Procurement professionals should obtain the Grantee's signature first before submitting the Grant Contract for State signatures or approvals. Procurement professionals shall obtain all required approvals prior to the Effective Date written in the Grant Contract and submit it for Central Procurement Office approval no less than thirty (30) days before the Effective Date.

If a signed Grant Contract is not submitted to the Central Procurement Office at least thirty (30) days prior to the Effective Date, then the CPO may require that the Grant Contract be resubmitted with a new Effective Date or require a Rule Exception Request that explains why the Grant Contract was submitted less than thirty (30) days before the Effective Date. In no event shall the Grantee deliver goods or perform services prior to the Effective Date.

Draft the Grant Contract with an appropriate, definitive, and complete Term. Note that no Grant Contract with a Term exceeding sixty (60) months shall be awarded unless approved by the Central Procurement Officer as being in the best interests of the State. (Tenn. Comp. R. & Regs. 0690-03-01-.14(2)(c)). Comptroller of the Treasury approval will also be required.

**Option: Term Extension**

To reserve the right to extend the Grant Contract's term beyond the original period, change the designation of the paragraph under B. to B.1. and the following section revising the length of the extension period(s) as appropriate.

**B.#.** Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**D. STANDARD TERMS AND CONDITIONS**

Do NOT add terms and conditions to section D. Any additional, necessary terms and conditions may be added to the section E, Special Terms and Conditions.

**Termination for Convenience**

Increase the thirty (30) days written notice requirement as appropriate.

**Conflicts of Interest**

If the Grantee is an individual, business, non-profit, or a government entity of another state or country, insert the following:

**D.6. Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

#### **Nondiscrimination**

Replace the Section with the following ONLY if the Grantee is a religious organization.

D.10. **Nondiscrimination.** The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the basis of any classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### **HIPPA Compliance**

If the Grantee is a an individual, business, non-profit, or a government entity of another state or country, replace D.11 with the following:

**D.11. HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

### **Independent Contractor**

Replace this provision with the following if the Grantee is an individual, business, non-profit, or a government entity of another state or country, insert the following:

- D.20. Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

### **E. SPECIAL TERMS AND CONDITIONS**

Add the following sections as appropriate and in the order below. Should any of these special terms and conditions conflict with any other terms and condition of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

#### **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

1) 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.

#### Patient Protection and Affordable Care Act

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

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

#### Printing Authorization

Add the following Section as appropriate.

E. #. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

#### State Furnished Property

Add the following Section as appropriate.

E. #. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the fair market value of the property at the time of loss.

**Work Papers Subject To Review**

Add the following Section only if the Grant Contract requires the performance of audit, accounting or financial analysis services.

- E.#.** Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

**Prohibited Advertising**

Add the following Section as appropriate.

- E.#.** Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**Intellectual Property**

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

- E.#.** Intellectual Property. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

**Environmental Tobacco Smoke**

Add the following Section as appropriate.

- E.#.** Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

**Prison Rape Elimination Act (PREA)**

Add the following Section as appropriate.

- E.#.** Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting,



monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

#### **Drug Free Workplace**

Add the following Section as appropriate.

**E.#.** The Grantee shall provide a drug-free workplace pursuant to the “Drug-Free Workplace Act,” 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

#### **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 Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant 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”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee 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 Grantee and in accordance with this Grant 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee 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 Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, 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 Grantee 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 Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

### Transfer of Grantee's Obligations

Add the following Section as appropriate.

**E.#.** Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

### Performance Bond

This Section is optional unless the Grant Contract involves construction in excess of one hundred thousand dollars (\$100,000). In which case, the Grantee must execute a performance bond for twenty-five percent (25%) of the Maximum Liability. A performance bond requirement is generally not recommended for several reasons. A performance bond can be very expensive and difficult for any business to obtain, and the requirement makes it virtually impossible for small and minority businesses to serve as grantees. A performance bond is not a usual cost of doing business, and the cost associated with meeting the requirement will most certainly be passed directly to the State. Finally, the benefit purported to result from a performance bond is highly questionable. This type of bond can be difficult to enforce, and the State has little or no experience in enforcing such obligations. A performance bond is a poor insurance policy. There are much better methods for the State to ensure Grantee performance (e.g., the Scope is sufficiently detailed to ensure Grantee accountability and results; payment methodology involves contingent, incremental payments; a retention of final payment provision; a liquidated damages provision; and sound contract management).

Add the following Section only as appropriate, and provided that the Grantor State Agency legal counsel: (1) drafts the referenced, state-prescribed, bond form; and (2) makes a determination that the bond requirement will be reasonably and legally enforceable under the Grant Contract.

**E.#.** Performance Bond. The Grantee shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Grant Contract and in the amount equal to **Written Dollar Amount (\$Number)**. The Grantee shall submit the bond no later than the day immediately preceding the contract start date and in the manner and form prescribed by the State (at Attachment **Reference** hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Grant Contract for:

- a. the initial contract term and all extensions thereof; or
- b. the first, annual period of the Grant Contract (ending December 31st following the Grant Contract start date) in the amount of **Written Dollar Amount (\$Number)** and, thereafter, a new performance bond in the amount of **Written Dollar Amount (\$Number)** covering each subsequent annual period of the Grant Contract. In which case, the Grantee shall provide annual performance bonds to the State no later than each December 10th preceding the annual covered period beginning on January 1st of each year.

Failure to provide the performance bond(s) as required herein prior to the Grant Contract start date and, as applicable in the case of an annual performance bond, no later than December 10th preceding each annual covered period beginning on January 1st of each year, shall result in contract termination. The Grantee understands and agrees that the stated amount of the

performance bond required hereunder shall not be reduced during the contract period for any reason.

#### **Hold Harmless**

**Inclusion of this requirement should be carefully considered. The requirement is likely to chill interest in seeking the contract award, and so, it may reduce competition and increase cost (for a contractor to take on the additional risk).**

Add the following Section if recommended by the Grantor State Agency's legal counsel.

**E.#.** Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the 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, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

#### **Equal Opportunity**

Add the following Section only if the Grantee is receiving a federal award.

**E.#.** Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

#### **Equal Opportunity for Federally Assisted Construction Contracts**

Add the following Section only if the Grantee is receiving a federal award and the contract provides for federally assisted construction.

**E.#.** Federal Equal Opportunity Clause for Federally Assisted Construction Contracts. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

#### **Davis-Bacon Act and Copeland Anti-Kickback Act**

Add the following Section only if the Grantee is receiving a federal award and the contract involves construction.

**E.#.** Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

#### **Contract Work Hours and Safety Standard Act**

Add the following section only if the Grantee is receiving a federal award in excess of one hundred thousand dollars (\$100,000) and mechanics and laborers will be employed in construction work under the contract. This section does not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E.#.** Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

## **SIGNATURES**

By signature, the Grantor State Agency head or authorized designee shall assure and affirm that:

1. there is a balance in the appropriation from which obligations under the Grant Contract are required to be paid that is not already encumbered to pay other obligations;
2. the Grantor State Agency maintains documentation of a fair and impartial Grantee selection in full compliance with the approved procurement methodology as indicated by the summary cover sheet; and
3. the proposed scope of services is clear and correct, adequate for all legal and enforcement purposes, and sufficiently detailed to ensure Grantee accountability and results.

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

# **CONTRACT AMENDMENT TEMPLATE**

## CONTRACT AMENDMENT TEMPLATE

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

---

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

### CONTRACT AMENDMENT COVER SHEET

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

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

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

### PREAMBLE

Add additional information only if necessary.

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

### AMENDMENT DETAIL

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

#### Option: Delete & Replace Section

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

- |   |
|---|
| <p>#. Contract section <b>Reference</b> is deleted in its entirety and replaced with the following:</p> <p style="padding-left: 20px;">#. <b>New Text — include ALL of the deleted language that continues to be necessary after this amendment</b></p> |
|---|

#### Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- |   |
|---|
| <p>#. Contract Attachment <b>Reference</b> is deleted in its entirety and replaced with the new attachment <b>Same Reference</b> attached hereto.</p> |
|---|

#### Option: Add Section

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

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

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

**Option: Add Attachment**

Use the following to add a new attachment.

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

**Option: Contractor Name Amendment**

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

Use the following to change the contractor's name.

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

**EFFECTIVE DATE**

**Option: Effective on Specific Date**

| In lieu of having the Amendment be effective once all required approvals are obtained, replace the standard Amendment Effective Date with the following. Note: The effective date should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

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

**SIGNATURES**

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



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b>	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b>		
<b>Contractor Legal Entity Name</b>			<b>Edison Vendor ID</b>		
<b>Amendment Purpose &amp; Effect(s)</b>					
<b>Amendment Changes Contract End Date:</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>End Date:</b>		
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
<b>TOTAL:</b>					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			



**AMENDMENT NUMBER  
OF CONTRACT ASSIGNED NUMBER**

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

**Amendment Section(s) — Refer to Template Instructions**

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

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

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**STATE AGENCY NAME:**

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**AGENCY HEAD NAME & TITLE**

**DATE**

# **EMERGENCY PURCHASES REQUEST REPORT (NEW)**

# Emergency Purchase Authorization Request

Use this document to request approval for an Emergency Purchase from the Chief Procurement Officer. Note: this Request is not required when TEMA is the procuring State Agency. All information required on this Request Document should be entered and routed for approval in Edison. For additional guidance, please see the EFORMS Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

An Emergency Purchase may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment. Please refer to the [Procurement Procedures Manual of the Central Procurement Office](#) for more details.

An approved Emergency Purchase Authorization Request must be uploaded to any Contract or Purchase Order executed pursuant to this approval. Any Purchase Order resulting from this request should be coded as PEP.

<b>Agency request tracking # (as applicable)</b>	
<b>1. Procuring Agency</b>	
<b>2. Edison contract ID # or Purchase Order #</b>	
<b>3. Scope of Goods or Services Caption:</b>	
<b>4. Contractor Name:</b>	
<b>5. Contract's Effective Date:</b>	
<b>6. Contract Term:</b>	Months
<b>7. Contract's Maximum or Estimated Liability:</b>	\$
<b>8. Describe in detail the circumstances leading to this emergency procurement:</b>	
<b>9. Describe the procurement related actions that have been taken in response to the emergency. Include the procurement methods used.</b>	
<b>10. Describe due diligence the agency performed to ensure the State received the best pricing and terms and conditions available in the marketplace under the circumstances (e.g., number of vendors contacted, etc.). Add attachments as needed.</b>	

**11. Provide a complete list of goods or services, including price and total purchase amount:**

**12. Are any additional purchases expected? If yes, include the expected price and total purchase amounts as applicable.**

**Signature of Agency head or designee and date**

**[Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]**

# **REQUEST FOR QUALIFICATIONS**

## REQUEST FOR QUALIFICATIONS (RFQ) TEMPLATE

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This template prescribes the format and content for a Request for Qualifications (RFQ). This template should only be utilized if the Central Procurement Office is the procuring entity. Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always subject to disapproval, will typically not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute any necessary rule exceptions that may be necessary.

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

### RFQ CONTENTS

Revisions of the standard, simplified RFQ Contents may not be approved. The following optional terms may be included as applicable:

#### 1. INTRODUCTION

##### 1.1. Statement of Procurement Purpose

Specify important, specific information relating to contract requirements, specifications of goods or performance in the scope of services and not in this RFQ section.

##### 1.1.1. RFQ Number

Assign an RFQ number consisting of:

- the 5-digit, contracting agency business unit code
- a unique, 5-digit, agency-assigned number such that each RFQ number will be different

Example: **RFQ # 31707-12345**

##### 1.1.2. State Communications

**Option: Additional Information.**

Add a second paragraph to this section as appropriate (e.g., add text detailing a specific URL where the State will convey official, written responses and communications related to this RFQ by Internet posting).

##### 1.1.3. Factual Data

**Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate.

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided “as is”, without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department’s best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

##### 1.2. Pre-Response Conference

**Option: No Pre-Response Conference.**

**1.5. Collaborative Value Development**

**Option: Collaborative Value Development.**

Add the following as appropriate. Note: CVDs should be reserved for more complex procurements. Please refer to *Central Procurement Policy 2013-002, Procurement Methods Policy and Procedures* for more details.

**1.5. Collaborative Value Development**

After RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released,” each Qualified Respondent will be invited to attend a Collaborative Value Development (CVD) event. Each CVD event will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2.

Add additional CVD event details, such as whether or not attendance at the CVD event is mandatory to participate in the Solicitation event; how the Competitive Range will be determined (e.g., all Respondents with a minimum score, the top three highest scored Respondents, etc.); the number of representatives who will be invited to attend from each Qualified Respondent; the goals and objectives of the CVD; and, any other information that would be helpful to a potential Respondent.

**2. RFQ SCHEDULE OF EVENTS**

**RFQ Schedule of Events (table)**

The date instructions in the Schedule of Events table indicate minimum days.

Allot more days for each event as practical and where flexibility is allowed by the model instructions (indicated by “≥” signs).

Revise the “time zone” as appropriate.

**Option: NO Pre-Response Conference Event.**

Delete the Pre-Response Conference Event 3 from the schedule (and re-number subsequent events accordingly) as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order immediately after the RFQ Technical Response Deadline event, (and re-number subsequent events) as appropriate.

#. State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		<b>≥ 1 BUSINESS DAYS LATER</b>
#. Respondent Oral Presentations	8:00 a.m. - 4:30 p.m.	<b>PERIOD BEGINNING ≥ 5 BUSINESS DAYS LATER</b>

**Option: Collaborative Value Development (CVD)**

Add the following after RFQ § 2, Schedule of Events, “State Notice of Qualified Respondents Released” if the State will hold a CVD event and added the optional language in section 1.5. for CVDs.

#. State schedules Collaborative Value Development event (ONLY for Qualified Respondents)		≥ 1 BUSINESS DAY LATER
#. Collaborative Value Development event		To be determined after consultation with Qualified Respondents

**Option: Cost Proposals**

Replace the “State Notice of Qualified Respondent(s) Released” event with the following at RFQ § 2, Schedule of Events if the State will solicit Cost Proposals and there is an approved Rule Exception Request to award a Contract directly from the Request for Qualifications.

#. RFQ Cost Proposal Opened (ONLY for the apparent successful Respondents)	2:00 p.m.	> 7 CALENDAR DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Multiple Contract Award – Constant Compete**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if the State intends to award contracts directly from this RFQ. This option may be utilized in “constant compete” contracts where cost will be considered on a per project basis.

#. RFQ Negotiations (if applicable)		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Single Contract Award – Professional Services (Cost not evaluated)**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if the State will award a single contract directly from this RFQ. This option may be utilized for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers. Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

#. RFQ Negotiations (if applicable)		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: RFQ Competitive Negotiations**

Add the following after RFQ § 2, Schedule of Events “RFQ Response Deadline” if a Special Contract Request for competitive negotiation has been approved. Please note that pursuant to Tenn. Code Ann. §



12-3-507, each use of competitive negotiation requires approval by the chief procurement officer and the comptroller of the treasury.

#. RFQ Competitive Negotiations		≥ 3 BUSINESS DAYS LATER
#. State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		1 – 3 BUSINESS DAYS LATER
#. End of Open File Period		7 CALENDAR DAYS LATER
#. State sends contract to Contractor for signature		1 BUSINESS DAY LATER
#. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

**Option: Performance Bond Event.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	≥ 1 BUSINESS DAY LATER
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**3. RESPONSE REQUIREMENTS**

**3.3. Response Format**

The RFQ should require that respondents submit enough Technical Response copy discs, or requested format copies, to allow one copy for each Evaluation Team member. Revise §3.3.2.1. accordingly.

**Option: Digital Submittal of Responses.**

Delete and replace RFQ § 3.3.2.1. Response Format with the following if Respondents should submit responses as a digital document. Please note that all electronic records must be maintained in accordance with the Secretary of State’s Record Management Division’s and the Department of Finance & Administration’s Strategic Technology Solution’s policies.

**3.3.2.1. Technical Response**

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

“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”

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

“RFQ #NUMBER TECHNICAL RESPONSE COPY”

If not emailed, then the sealed customer references will be the only paper documents.

**3.3.2.2. Cost Proposal:**

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

“RFQ #NUMBER COST PROPOSAL”

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

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

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

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

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

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

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

**“RFQ # NUMBER SEALED RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**Option: Additional Delivery Instructions.**

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

3.4. **Response Prohibitions**

**Option: No Extraneous Terms and Conditions in Response – for RFQs involving IT only**

If the RFQ involves information technology goods or services, insert the following as 3.4.6. and renumber the subsequent subsections **only after** consulting with the Central Procurement Office’s Legal Team and obtaining Central Procurement Office approval.

<p>3.4.6. Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the <i>pro forma</i> contract.</p>
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**Option: Page Limitation**

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

**Option: Time Limitation**

Add the following instruction to prohibit a respondent oral presentation from exceeding certain length of time as appropriate.

#### 4. GENERAL INFORMATION & REQUIREMENTS

##### 4.5. Disclosure of Response Contents

**Option: Additional Disclosure Information.**

Add the following to the end of subsection 4.5. if it is deemed necessary and it is approved by the contracting agency and the Central Procurement Office.

The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

#### 5. PROCUREMENT PROCESS & CONTRACT AWARD

##### 5.2. Competitive Range of Technical Responses

The RFQ should specify what the Competitive Range will be for your particular RFQ. Add details describing what selection criteria will be utilized to determine the Competitive Range/what the respondent must do to be considered "Qualified". Only proposals within the Competitive Range shall be considered for additional discussions or negotiations. Depending on the solicitation, the number of respondents that may have a reasonable chance for contract award and be considered in the competitive range will vary. Please see options below and draft qualification parameters for the solicitation accordingly.

**Option: Ranking – (Note: This option may be helpful when anticipating a large number of Responses).**

The Technical Response must be ranked in the top \_\_\_\_ [insert number (#) ≥ 3] after the Technical Response score is totaled and put in ordinal ranking (1 - the best evaluated ranking).

**Option: Minimum Threshold**

The Respondent's Technical Response score must attain a minimum threshold score of [insert number (#)].

**Option: Percentile**

The Technical Response score must attain a combined score of \_\_\_\_ [insert number]. This minimum score threshold represents a score of \_\_\_\_%.

**Option 1: Respondent Oral Presentations or Field Test – No Points**

Add the following to the Phase II paragraph in Section 5.2. if oral presentations will be included in the evaluation process.

**Option 2: Respondent Oral Presentations or Field Test - Points.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation or Field Test session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation or Field Test.

Add the following as sections 5.2. if an Oral Presentation or Field Test is required and will be an evaluation category.

5.2.1. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent who passed the Phase 1 evaluation to make a(n) **Oral Presentation or Field Test**.

5.2.1.1. The **Oral Presentations or Field Tests** are mandatory. The Solicitation Coordinator will schedule Respondent **Presentations or Field Tests** during the period indicated by the RFQ Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent **Presentation or Tests** schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFQ Section 2, Schedule of Events.

5.2.1.2. Respondent **Presentations or Tests** are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.3. **Oral Presentations or Field Tests** provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and **Presentations or Field Tests** will be limited to addressing the items detailed in RFQ Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during **Oral Presentations or Field Tests**.

5.2.1.4. The State will maintain an accurate record of each Respondent's **Oral Presentation or Field Test** session. The record of the Respondent's **Oral Presentation or Field Test** shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each **Oral Presentation or Field Test** in accordance with the RFQ Attachment C., Technical Response & Evaluation Guide.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFQ Attachment C., Technical Response & Evaluation Guide, and record that number as the score for Respondent's Technical Response section.

**5.5. Option: Oral Presentations or Field Test Evaluation - Points**

Add the following to RFQ § 5.5., Evaluation Guide, if the State will utilize option 2 above and evaluate Oral Presentations or Field Tests as a separate evaluation category.

Evaluation Category	Maximum Points Possible
Oral Presentations or Field Tests (refer to RFQ Attachment C)	<b>NUMBER ≤ 10% OF TOTAL POINTS</b>

**5.6. Contract Award**

The RFQ should specify how anticipated contract award will occur for the particular RFQ. Revise as appropriate, subject to approvals. Evaluation of cost shall not be permitted in any subsequent solicitation if the contract is for certain categories of professional services (for example, attorneys, financial advisors, architects or engineers). Please see Tenn. Code Ann. § 12-3-103 and 12-4-107 for more information. State Building Commission (SBC) approval may be required to approve the procurement of architectural or engineering services. Please contact STREAM for more information.

**Option: Contract Award**

If the State intends to award a contract directly from this RFQ or the RFQ will be followed by anything other than an RFP, then an approved Rule Exception Request (“RER”) will be required. Note: this Contract Award option, with approved RER, should be included for all RFQs issued for professional services pursuant to Tenn. Code Ann. § 12-3-103 or 12-4-107.

Remove RFQ § 5.6., Contract Award, if the RFQ will not result in a contract award.

**ATTACHMENT A: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Option: Cash Flow Information.**

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to review the evidence of Respondent’s financial stability/responsibility.

	<b>A.#</b>	<p>Provide documentation disclosing the amount of cash flows from operating activities for the Respondent’s most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent’s financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
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**Option: Certificate of Insurance.**

Add the following row to the RFQ Attachment A table (after the model items) ONLY IF a Certificate of Insurance is considered necessary evidence of Respondent’s financial stability/responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFQ, the appropriate Insurance provision must be detailed in the *pro forma* contract, and the insurance coverage requirements specified in both the RFQ and the *pro forma* contract must agree.)

	<p><b>A.#</b> Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> <li>(a) Insurance Company</li> <li>(b) Respondent's Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverage:             <ul style="list-style-type: none"> <li>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence for employers' liability;</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury &amp; property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence and <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) aggregate;</li> <li>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per occurrence; and</li> <li>(iv) Professional Malpractice Liability with a limit of not less than <b>WRITTEN AMOUNT</b> Dollars (<b>\$NUMBER AMOUNT</b>) per claim.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage:             <ul style="list-style-type: none"> <li>(i) Coverage Description,</li> <li>(ii) Exceptions and Exclusions,</li> <li>(iii) Policy Effective Date,</li> <li>(iv) Policy Expiration Date, and</li> <li>(v) Limit(s) of Liability.</li> </ul> </li> </ul>	
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**Option: Audited Financial Statements.**

Add the following row to the RFQ Attachment A table (after the model items) ONLY IF the anticipated contract amount is ≥ \$1,000,000.00 AND extraordinary effort to assure Respondent financial stability/responsibility is appropriate.

	<p><b>A.#</b> Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ul style="list-style-type: none"> <li>(1) reflect an audit period for a fiscal year ended within the last 36 months</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> </ul>	
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	<p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> <li>▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</li> </ul>	
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**Option: Audited Financial Statements – Line of Credit Option.**

Privately held companies may not have or be willing to release audited financial statements for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to the requirement could conceptually prevent privately held companies from responding to the RFQ.

The contracting agency should consider the possible impact of the requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of respondents and decide whether it is appropriate to include an alternative to the requirement.

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate.

**OR**, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT ≥ ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD ≥ 6 MONTHS**.

**Option: Audited Financial Statements – Additional Requirement.**

Add the following sentence at the end of the second bulleted note in the optional audited financial statements requirement text **ONLY IF** the contracting agency legal counsel recommends it in writing.

Any attest or review of the financial status of a Tennessee corporation must be rendered by an accountant or accounting firm licensed or otherwise specifically permitted to provide an attest or review by the Tennessee Board of Accountancy.

**Option: Proposal Bond Confirmation.**

Add the following row to the RFQ Attachment A table **ONLY IF** a Proposal Bond is required by the Chief Procurement Officer. All proposal bond amounts shall be stated as a set amount or as a percentage of the contract value. In no event shall the proposal bond amount exceed five percent (5%) of the estimated value of the contract.

	<b>A.#</b>	Provide a proposal bond issued by a surety company licensed to do business in the State of Tennessee in the amount of \$____.	
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**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFQ Attachment A table ONLY IF a Performance Bond is proposed.

	<b>A.#</b>	Provide a statement confirming that, if awarded a contract pursuant to this RFQ, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFQ. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it.	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that an objective “yes/no” determination of whether the requirement was met is reasonable and adequate (clearly not necessitating a qualitative evaluation of the response).

Contracting agency staff may be asked to provide evidence that a proposed mandatory requirement is not inappropriately arbitrary or capricious (*e.g.*, (1) information from an independent, authoritative source indicating that the proposed criteria is a reasonable standard; and (2) a recommendation signed by the contracting agency legal counsel explaining why the proposed requirement is not arbitrary or capricious).

Add mandatory requirement items to the RFQ Attachment A table (after the model items) as appropriate. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Do not include an arbitrary mandatory requirement.

**ATTACHMENT B: TECHNICAL RESPONSE & EVALUATION GUIDE**

**General Qualifications & Experience**

The entire set of General Qualifications & Experience items detailed in the model for this section **MUST** be evaluated together as indicated.

RFQ Attachment B and the methodology for evaluating responses may **NOT** be revised except to add new evaluation items.

**Option: Red-Line *pro forma* contract submittal.**

Add the following row to the RFQ Attachment B table ONLY if it would benefit the State to be amenable to making changes to the *pro forma* contract. Inclusion of this provision requires prior review and approval by CPO Legal. Add the following section and number as appropriate.

	<b>B.#</b>	The Respondents are permitted to submit, as part of their Response, a “redline” of RFQ Attachment G, <i>Pro Forma</i> Contract, that tracks the Respondents’ request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFQ Attachment A; or (3) alter any deadlines in the Schedule of Events.	
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**ATTACHMENT C: TECHNICAL RESPONSE & EVALUATION GUIDE**

**Technical Qualifications, Experience & Approach**



The sum of all Evaluation Factors within the section should equal “100” (or “1,000”) so that the relative percentage of importance/ emphasis is readily apparent.

Assign Evaluation Factors such that the Point Scale Score for the evaluation factors will be weighted to reflect the relative importance of the item to the other evaluation factors within the section.

If all evaluation factors in the section are to be considered (weighted) equally, specify “1” as the Evaluation Factor for every factor.

**Option: Additional Technical Qualifications, Experience & Approach Items.** Add evaluation items to the RFQ Attachment C table so that the state has the best possible information upon which to select a Respondent for contract award.

**Option: Oral Presentations as part of Technical Response & Evaluation Guide**

Oral Presentations may NOT include “general” questions and answers. All questions must either be scripted questions asked by state staff or subject matter experts in every response presentation or a specific question in exact follow-up to particular information presented by the respondent in response to one or more of the Oral Presentation items. Renumber RFQ Attachment C as Section 1 and add the following as RFQ Attachment C – Section 2.

**RFQ ATTACHMENT C— SECTION 2**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: ORAL PRESENTATION OR FIELD TEST.** The Respondent must address ALL Oral Presentation or Field Test Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item’s raw, weighted score for purposes of calculating the section score as indicated.

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Oral Presentation or Field Test Items</b>			<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<b>D.1.</b>	<b>ORAL PRESENTATION OR FIELD TEST TOPIC OR QUESTION TO BE ADDRESSED</b>			<b>NUMBER</b>	
<b>D.2.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY</b>			<b>NUMBER</b>	
<b>Total Raw Weighted Score</b> (sum of Raw Weighted Scores above): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.					
<b>total raw weighted score</b>					
<b>maximum possible raw weighted score</b> (i.e., 5 x the sum of item weights above)			<b>X RFP § 5.1. NUMBER</b> (maximum section score)	<b>= SCORE:</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>	
<i>State Use – Evaluator Identification:</i>	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>	

**Option: Cost Proposals****ATTACHMENT D: COST PROPOSAL**

Each line item on which the State is seeking costs must clearly specify the associated, applicable units of goods or services. While the line item of cost description should stipulate the applicable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ \_\_\_ / hour, or \$ \_\_\_ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

**Cost Proposal**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The State will open the Cost Proposal for the highest evaluated Respondent.

**ADD ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST AS APPLICABLE (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

**NOTICE:** Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the entity responding to the provisions of this RFQ and any contract awarded pursuant thereto. If said individual is not responding in an individual capacity or is the *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the entity responding to this RFQ.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>		
<b>DESCRIPTION</b>	<b>\$</b>	<b>/ UNIT</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$</b>	<b>/ UNIT</b>	
<b>REPEAT AS NECESSARY</b>	<b>\$</b>	<b>/ UNIT</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Line item of cost Description</b>	<b>Proposed Cost</b>		
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**Option: Cost Proposal Format Default – ONE Payment Rate Per Line item of cost (static or CPI-escalated).**

Use the default Cost Proposal schedule if the Respondents must offer only one rate per all goods or services for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

**Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).**

Use the following table if the Respondents must offer rates for one or more cost items for each of several specified periods of the contract.

**Cost Proposal**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The State will open the Cost Proposal for any apparent successful Respondent.

**ADD ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST AS APPLICABLE (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

**NOTICE:** Notwithstanding the cost items herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

<b>RESPONDENT SIGNATURE:</b>								
<b>PRINTED NAME &amp; TITLE:</b>								
<b>DATE:</b>								
<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>							
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>			
<b>DESCRIPTION</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			
<b>REPEAT AS NECESSARY</b>	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT			

<b>RESPONDENT LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>							
	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>	<b>DATE— DATE</b>			
=								
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>								

**Option: Cost Proposal**

Revise the Cost Proposal detailed in the model, as appropriate, to direct respondents to complete a protected spreadsheet (“protected” so that respondents may only insert proposed cost as required) provided by the state along with the RFQ in lieu of completing the Cost Proposal table illustrated in the guide.

**ATTACHMENT E: STATEMENT OF CERTIFICATIONS & ASSURANCES**

**Option: Alternate Language if Red-Line Allowed**

Modify Item 3 as follows if Red-Line *pro forma* contract submittal was permitted in RFQ Attachment B.

**Option: Awarded Respondent shall accept payment via the State’s Purchasing Card**

Add the following as Item 4 only after performing market research and determining that: (a) requiring vendors to accept payments via purchasing card is generally accepted in the marketplace; and (b) requiring prospective Respondents to accept the State’s Purchasing Card at no cost to the State will not materially affect competition.

The Respondent awarded the Contract resulting from this RFQ shall accept the State Purchasing Card (“P-Card”) as a form of payment at no cost to the State and provide level III data reporting information.

**Option: Alternate Language if soliciting Cost Proposals**

Modify Item 9 as follows if the State will solicit Cost Proposals from Qualified Respondents.

**ATTACHMENT F: REFERENCE QUESTIONNAIRE****Option: Questionnaire Revision.**

Select one of the two different Reference Questionnaire options available below, depending on your procurement needs.

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the state has the best possible information upon which to select a Respondent for contract award. Revise the number of required references as appropriate. Revise the model text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all respondents.

**RFQ ATTACHMENT F****REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFQ; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFQ Attachment F.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFQ # **NUMBER**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

### RFQ # **NUMBER** REFERENCE QUESTIONNAIRE

**RESPONDENT NAME:** **RESPONDENT NAME** (completed by respondent before reference is requested)

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The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
  - sign and date the completed questionnaire;
  - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
  - sign in ink across the sealed portion of the envelope; and
  - return the sealed envelope containing the completed questionnaire directly to the respondent.
- 

**(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
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<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

- (3) **What goods or services do/did the vendor provide to your company or organization?**
- (4) **If the goods or services that the vendor provided to your company or organization are completed, were the goods or services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (5) **If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (6) **How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?**

### REFERENCE QUESTIONNAIRE

**RESPONDENT NAME:** \_\_\_\_\_  
**RFQ # NUMBER** \_\_\_\_\_

The Respondent will be responsible for obtaining completed Reference Questionnaires as required and for enclosing the sealed envelopes within the response.

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The “respondent name,” specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
  - sign and date the completed questionnaire;
  - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
  - sign in ink across the sealed portion of the envelope; and
  - return the sealed envelope containing the completed questionnaire directly to the respondent.

- (1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**
- (2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

- (3) **What goods or services do /did the vendor provide to your company or organization?**
- (4) **What is the level of your overall satisfaction with the vendor of the goods or services described above?**
- (5) **Were the goods delivered or services completed in compliance with the terms of the contract, on time, and within budget?**
- (6) **How satisfied are you with the vendor’s ability to perform based on your expectations and according to the contractual arrangements?**

- (7) **What is the level of your satisfaction with the vendor’s project management structures, processes, and personnel?**
- (8) **Would you contract again with the vendor for the same or similar goods or services?**

#### **ATTACHMENT G: PRO FORMA CONTRACT ATTACHMENT**

Draft the *pro forma* contract in accordance with the appropriate contract model.

#### **Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate.

**If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* (e.g., a human resource agency, a developmental district, the University of Tennessee, or a Board of Regents school), the standard terms and conditions of the contract shall be revised accordingly; however, significant performance requirements shall not be revised.**

#### **APPROVAL INSTRUCTIONS**

Each RFQ document must be approved for release in accordance with the instructions below.

Complete the document as required by this Template.

Submit the proposed document to CPO at least 20 days before the desired RFQ release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.)

Submit the document draft to CPO via e-mail to the CPO examiner assigned to the contracting agency as a digital file in DOC format. Each draft must:

1. be clearly marked as “REVIEW DRAFT”
2. specify a number indicating the draft version;
3. highlight all deviations from the model language; and
4. highlight any changes between draft versions that may be necessary prior to release:
  - CPO staff will: (a) review the draft and confer with contracting agency staff by means of e-mailed review notes and redrafts; and (b) e-mail the proposed document to Comptroller staff when the CPO review is completed.
  - Comptroller staff will: (a) review the draft and confer directly with CPO by means of review notes and redrafts exchanged by e-mail; and (b) e-mail pre-approval notice to CPO staff when the latest draft appears acceptable for release.

Approval is also required for any amendment or cancellation.

#### **PUBLICATION INSTRUCTIONS**

Upon Comptroller approval, prepare the solicitation document for public release by removing any highlighting, changing all text to an appropriate color, and removing any draft version number or other extraneous notations.

On the business day before the date approved for public solicitation, e-mail the document prepared for public release to the CPO staff person assigned to the contracting agency so that CPO staff may post the digital document(s) on the Internet as appropriate.

**The document presented for publication must be comprised by one or more (clearly and logically separated component) digital files in PDF or DOC format. If previously approved, the cost response attachment may be presented for publication in XLS, spreadsheet format.**

ALWAYS confirm that each document is properly posted for public review.

**If, for any reason, an RFQ is not properly published to the Internet, it may be necessary for the state to substantially revise the approved RFQ schedule of events to add additional time before Q&A and response deadlines.**



**STATE OF TENNESSEE  
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS  
FOR  
BRIEF GOODS OR SERVICES CAPTION**

**RFQ # NUMBER**

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- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. **Cost Proposal**
- E. Statement of Certifications & Assurances
- F. Reference Questionnaire
- G. *Pro Forma* Contract

## 1. INTRODUCTION

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The State of Tennessee, **Central Procurement Office**, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

### 1.1. Statement of Procurement Purpose

**BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. HIGHLIGHT THE PURPOSE OF THE RFQ (TO SELECT A VENDOR/NUMBER OF VENDORS) THAT ARE QUALIFIED TO MEET THE STATE’S NEEDS FOR THE GOODS OR SERVICES REQUESTED BY THE STATE.**

**INCLUDE A SUMMARY OF THE PROBLEM TO BE ADDRESSED, FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC., AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS OR SCOPE OF WORK (WHICH SHOULD BE SET OUT IN THE *PRO FORMA* CONTRACT), WILL BE APPROVED FOR THIS SECTION.**

**INCLUDE THE TOTAL ESTIMATED SCOPE OR VOLUME FOR THE CURRENT CONTRACT PERIOD, IF APPLICABLE, AND FOR THE NEW CONTRACT PERIOD.**

### 1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

**ADDRESS/LOCATION  
OTHER APPROPRIATE INFORMATION IF ANY**

### 1.3. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual’s name (as appropriate), a contact person’s name and title, the contact person’s mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

### 1.4. Definitions and Abbreviations

**DEFINE ABBREVIATIONS OR TERMS USED THROUGHOUT THE RFQ.**

TERM	DEFINITION

## 2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		DATE
2.	Disability Accommodation Request Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
3.	Pre-Response Conference	TIME	≥ 1 BUSINESS DAY LATER
4.	Notice of Intent to Respond Deadline	2:00 p.m.	≥ 1 BUSINESS DAY LATER
5.	Written "Questions & Comments" Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
6.	State response to written "Questions & Comments"		≥ 3 BUSINESS DAYS LATER
7.	RFQ Response Deadline	2:00 p.m.	≥ 5 BUSINESS DAYS LATER
8.	State Evaluation Notice Released		≥ 1 BUSINESS DAY LATER

### 3. RESPONSE REQUIREMENTS

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#### 3.1. **Response Contents:** A response to this RFQ should address the following:

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.4. **Cost Proposal:**
- 3.1.4.1. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
- 3.1.4.2. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal and must NOT record any other rates, amounts, or information.
- 3.1.4.3. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.4.4. A Respondent must sign and date the Cost Proposal.
- 3.1.4.5. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

#### 3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

SOLICITATION COORDINATOR NAME  
 ADDRESS/LOCATION (INCLUDE FLOOR NUMBER)  
 PHONE NUMBER  
 OTHER APPROPRIATE INFORMATION IF ANY

#### 3.3. **Response Format**



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

3.3.2.1. Technical Response

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

**“RFQ #NUMBER TECHNICAL RESPONSE ORIGINAL”**

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

**“RFQ #NUMBER TECHNICAL RESPONSE COPY”**

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

3.3.2.2. Cost Proposal:

One (1) original Cost Proposal paper document labeled:

**“RFQ #NUMBER COST PROPOSAL ORIGINAL”**

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

**“RFQ #NUMBER COST PROPOSAL COPY”**

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

3.4. **Response Prohibitions:** A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time

and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

**3.6. Response Withdrawal**

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

**3.7. Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

## 4. GENERAL INFORMATION & REQUIREMENTS

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### 4.1. Communications

- 4.1.1. Respondents shall reference **RFQ #NUMBER** in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

**NAME, TITLE  
ADDRESS  
PHONE  
EMAIL ADDRESS**

### 4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 4.3. Conflict of Interest

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

#### 4.4. **Respondent Required Review & Waiver of Objections**

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written “Questions & Comments Deadline.”

#### 4.5. **Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

#### 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>

#### 4.7. **RFQ Amendments & Cancellation**

- 4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must address the final RFQ (including its attachments) as may be amended.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

#### 4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

#### 4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

## 5. PROCUREMENT PROCESS & CONTRACT AWARD

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- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) **Review of Cost Proposals (or revise as appropriate to explain selection process)**.
- 5.2. **Qualification of Technical Responses:** Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range ("Competitive Range"). A Technical Response will be deemed within the Competitive Range based on the following criterion:

**(INSERT details as to how the Competitive Range will be determined).**

**Phase I:** The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

**Phase II:** Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the Competitive Range.

- 5.3. **Cost Proposals:** If cost is included for this solicitation, then Cost Proposals will be opened for the highest evaluated Respondent. If the Cost Proposal is not acceptable to the State and the Respondent, then the State will open the Cost Proposal for the next apparent highest evaluated Respondent. See RFQ Attachment D, Cost Proposal.
- 5.4. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or **misunderstandings** as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
- 5.4.2. **Negotiations:** The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.
- 5.4.2.1. **Cost Negotiations:** All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations

will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

## 5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	NUMBER
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	NUMBER

## 5.6. Contract Award

- 5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to make an award without further discussion of any response.
- 5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

**NOTICE:** The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

- 5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.



- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

**ATTACHMENT A****TECHNICAL RESPONSE & EVALUATION GUIDE**

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	<b>INSERT APPROPRIATE MANDATORY REQUIREMENT OPTIONS AS NEEDED. (FOLLOWING A.2., YOU MUST INCLUDE AT LEAST ONE OPTION TO DETERMINE FINANCIAL RESPONSIBILITY).</b>	
	<b>A.4.</b>	<b>IF NEEDED, INSERT ADDITIONAL MANDATORY REQUIREMENT OPTIONS. IF MORE THAN ONE ADDITIONAL OPTION IS NEEDED,</b>	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		CREATE A NEW, ADDITIONAL ROW BELOW AND ADD THE OPTION LANGUAGE.	
	<b>A. #.</b>	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
<i>State Use – RFQ Coordinator Signature, Printed Name &amp; Date:</i>			

**ATTACHMENT B****TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.
	<b>B.15.</b>	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans,

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>businesses owned by persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled, disability); and</li> <li>(iii) contractor contact name and telephone number.</li> </ul> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</li> </ul> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</li> <li>(b) the name of the procuring State agency;</li> <li>(c) a brief description of the contract's specification for goods or scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> <li>▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</li> </ul>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
	<b>B.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>
<b>SCORE (for all Section B— Qualifications &amp; Experience Items above):</b> (maximum possible score = <b>RFQ § 5.5. NUMBER</b> )		
State Use – Evaluator Identification:		

**ATTACHMENT C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item’s raw, weighted score for purposes of calculating the section scores as indicated.

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.		<b>NUMBER</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State’s project schedule.		<b>NUMBER</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State’s project schedule.		<b>NUMBER</b>	
	<b>C.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES &amp; WEIGHTS AS NECESSARY</b>		<b>NUMBER</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}}$		<b>X RFQ § 5.5. NUMBER</b> (maximum possible score)		<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					



<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**Cost Proposal**

**ATTACHMENT E****STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at:  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.**

**SIGNATURE & DATE:**

---

**PRINTED NAME & TITLE:**

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---

**LEGAL ENTITY NAME:**

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**ATTACHMENT F**

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**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be responsible for obtaining completed reference questionnaires as detailed below.

Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFQ.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page at RFQ Attachment F.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.

- (c) Instruct the reference to:
- (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFQ # **NUMBER**”.

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

(Insert Reference Questionnaire on following page)

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**ATTACHMENT G**

**RFQ # NUMBER PRO FORMA CONTRACT**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

**Pro Forma ATTACHMENT 1****(Fill out only by selected Contractor)****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER</b>	

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

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

**PRINTED NAME AND TITLE OF SIGNATORY****DATE OF ATTESTATION**

**Pro Forma ATTACHMENT 2****(Fill out only by selected Contractor)**

## SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

\_\_\_\_\_

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

\_\_\_\_\_ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

\_\_\_\_\_

\_\_\_\_\_

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

**(Company authority – signature and title)**



**POLICY NUMBER 2015-010, STATEWIDE  
PAYMENT CARD POLICY AND  
PROCEDURES (NEW)**

**Policy Number 2015-010**  
**Central Procurement Office**  
**Statewide Payment Card Policy and Procedures**

Revised: June 16, 2022

Prepared by: The Central Procurement Office of the State of Tennessee

**1. PROGRAM OVERVIEW**

The State of Tennessee Payment Card Program streamlines the State’s payment process for goods and services by eliminating the administrative burdens and costs associated with the State’s traditional payment methods. The Program’s objective is to simplify the documentation necessary for State Agency purchases by placing P-Cards in the hands of Cardholders. Cardholders may use the P-Card to purchase the types of goods and services subject to this Policy. Personal purchases are prohibited. All rules, policies, and procedures of the Central Procurement Office applicable to the procurement of goods and services must be followed unless exempt.

**2. DEFINITIONS.**

“Bank” means the entity issuing the State’s P-Card or any of its subsidiaries as the context may require.

“Billing Cycle” means the one-month period between statements issued by the Bank. The State’s Billing Cycle begins with the sixteenth (16th) day of the month through the fifteenth (15th) of the following month. Bank statements are issued in accordance with this cycle.

“Cardholder” means the State Agency employee who is issued a physical P-Card to initiate payments on behalf of the State and is responsible for ensuring that such transactions are appropriate and adequately supported pursuant to this Policy. The Cardholder is also responsible for ensuring that all transactions made during a Billing Cycle are verified by established deadlines.

“Cardholder Agreement and Application” means the document approved by all requisite parties and completed by the Cardholder to verify that he or she completed P-Card training, received a copy of and understands this Policy.

“Cardholder Proxy” means the State Agency employee assigned to a Cardholder who may upload attachments or verify the Cardholder’s P-Card transactions when the Cardholder is unable to do so. The assigned Cardholder Proxy shall never use or possess the P-Card of the Cardholder or Cardholders to which he or she is assigned.

“Cardholder Supervisor” means the State Agency employee with supervisory authority over the Cardholder. This person may also serve as the “State Agency Approver.”

“Central Fiscal Office P-Card” means the P-Card assigned to a Cardholder with a Single Transaction Limit of up to fifty thousand dollars (\$50,000).

“Central Procurement Office” or “CPO” means the State office established and empowered by Tenn. Code Ann. § 4-56-104.

“Cycle Limit” means the spending limit that restricts the total value of purchases a Cardholder can make in one Billing Cycle.

“Merchant Category Codes” or “MCCs” means the specific Merchant Category Code, assigned by an acquiring financial institution, that identifies the primary goods or services a supplier provides.

“Online Banking Program” means the Bank’s online portal that provides Cardholders, State Agency P-Card Program Coordinators, and the Statewide P-Card Program Administration Team the ability to view and download statement information, update and manage accounts, set limits and permissions, reset passwords, and process Cardholder requests.

“Payment Card” or “P-Card” means a commercial card that allows organizations to take advantage of the existing credit card infrastructure to make electronic payments for goods or services. A P-Card is similar to a consumer credit card, but the card-using organization must pay the card issuer in full each month. In this Policy, the term “Payment Card” or “P-Card” shall also include “Virtual Payment Cards” or “Virtual P-Cards” as the context requires.

“P-Card Account” means the unique account number assigned to a Cardholder as determined by the Bank.

“Profile” means the unique profile associated with a Cardholder in the Bank’s system that contains monetary or MCC limits on the Cardholder’s ability to make purchases on behalf of the State.

“P-Card Program” means the program established by the State and managed by the Central Procurement Office through which Cardholders and Virtual P-Card Users make purchases on behalf of the State of Tennessee.

“Single Transaction Limit” or “STL” means the maximum dollar limit, per purchase transaction, that can be assigned to the physical P-Card. The STL is assigned per Cardholder at the discretion of the State Agency Fiscal Director.

“State” means the State of Tennessee, including its departments, agencies, and entities that fall under its purview.

“State Agency” means the departments, agencies, and entities of the State of Tennessee other than units of the University of Tennessee or Board of Regents systems.

“State Agency Approver” means the State Agency Employee who approves P-Card or Virtual P-Card Transactions.

“State Agency Fiscal Director” means that State Agency employee, regardless of his or her particular title, who serves as the Agency’s chief financial officer.

“State Agency P-Card Program Coordinator” means the employee within the State Agency who manages the P-Card Program at the State Agency level.

“State Agency Reconciler” means the State Agency employee responsible for the functions associated with post-purchase processing P-Card Transactions which may include account allocation and providing a business purpose when required.

“Statewide Contract” means a contract for goods or services established by the Chief Procurement Officer that all State Agencies must utilize and that may be used by local governments, higher education and authorized not-for-profit entities.

“Statewide P-Card Program Administration Team” means the team within the Central Procurement Office that is responsible for overseeing the P-Card Program.

“Statewide P-Card Program Director” means the employee within the Central Procurement Office who is responsible for managing and overseeing the P-Card Program.

“Supplier” means a person or legal entity with the legal capacity to enter into contracts and sue and be sued who provides goods or services to the State through a contract or a purchase order.

“Transaction” means the purchase of goods or services through use of a P-Card or Virtual P-Card.

“Virtual Payment Card” or “Virtual P-Card” means the unique credit card account number, assigned to a State Agency or an individual for payment to select suppliers authorized to accept Virtual P-Card payments.

“Virtual P-Card User” or “User” means the State Agency employee authorized to use a Virtual P-Card to initiate payment transactions on behalf of the State.

### **3. TYPES OF ACCOUNTS**

This Policy recognizes two general account types: P-Card Accounts and Virtual P-Card accounts. P-Card Accounts and Virtual P-Card accounts can be used only for official State business as set forth in this Policy. P-Cards must be surrendered or Virtual P-Card account’s access cancelled upon the Cardholder’s transfer to another State Agency, separation from state employment, or upon demand by the Cardholder Supervisor, the State Agency P-Card Program Coordinator or the Statewide P-Card Program Director.

#### **3.1. P-Card Accounts**

P-Card accounts are those that involve the issuance of a physical P-Card to an individual Cardholder to further the official business of the State. Cardholders are limited to one active physical P-Card.

### **3.2. Virtual P-Cards.**

Virtual P-Cards allow State Agencies to pay select suppliers authorized to accept Virtual P-Card payments. The account number may be “embedded” in the supplier’s system. A Virtual P-Card may be used for payments to any Supplier that is registered in the State’s supplier registration system whose payment method has been activated to “P-Card” in Edison. Virtual P-Cards are valuable because Virtual P-Card accounts allow for greater ease of use (multiple buyers can leverage the same payment device), as well as enhanced control through absence of a physical card and spending limits. The State Agency P-Card Coordinator should contact the Statewide P-Card Program Director for more information on Virtual P-Cards.

## **4. P-CARD PROGRAM ROLES AND RESPONSIBILITIES.**

### **4.1. Statewide P-Card Program Director.**

The Statewide P-Card Program Director serves as the primary point-of-contact in the CPO for the P-Card Program. The Statewide P-Card Program Director’s role, duties and responsibilities include:

- Establishing written internal procedures to ensure compliance with state procurement statutes, rules, policies and procedures, including this Policy;
- Reviewing and approving, in conjunction with the Comptroller of the Treasury, each State Agency’s internal P-Card Procedures, as applicable;
- Developing written internal procedures for P-Card Rule Exception Requests;
- Ensuring that State Agency Transactions are reviewed as needed;
- Developing State Agency specific training for all Cardholders, State Agency Approvers, State Agency Reconcilers, and State Agency Supervisors;
- Developing training and refresher training to be delivered as needed; and
- Notifying State Agency P-Card Program Coordinators of changes in state rules, policies or procedures.

### **4.2. State Agency Fiscal Director**

The State Agency Fiscal Director is responsible for understanding this Policy, the State Agency’s internal P-Card Procedures, as applicable, and ensuring that sound accounting practices and internal policies are in place and enforced.

### **4.3. State Agency P-Card Program Coordinator.**

The State Agency P-Card Program Coordinator serves as the main point-of-contact between the State Agency and the Statewide P-Card Program Administration Team. The State Agency must provide the Statewide P-Card Program Administration Team written notice within five (5) business days of any changes in status of the State Agency P-Card Program Coordinator.

The State Agency P-Card Program Coordinator’s role, duties, and responsibilities include:

- Completing the Agency Coordinator training in Edison;
- Collaborating with the State Agency Fiscal Director to develop and maintain the State Agency's internal P-Card Procedures to address policy areas unique to the State Agency or that are not covered by this Policy, as applicable;
- Working with State Agency management to identify job titles, positions, or Edison roles that require use of a P-Card or Virtual P-Card;
- Working with State Agency management to determine appropriate Cardholder spending limits based on budget restrictions, job requirements, historical spending patterns, and overall procurement practices;
- Evaluating Cardholder spending limits against actual usage at least annually;
- Terminating a Cardholder's status if necessary (e.g., due to separation from employment, transfer to another State Agency, low P-Card usage) and cancelling a P-Card;
- Ensuring Agency-wide reconciliation procedures support timely verification and allocation of transactions to the chart of accounts at least monthly;
- Ensuring that transactions are reconciled and supported by adequate documentation; and
- Ensuring that Cardholder Profiles permit MCC groups that a Cardholder needs to meet his or her job requirements.

#### **4.4. State Agency Approver.**

The State Agency Approver is the State Agency employee who, within the Edison module, approves purchases made by the Cardholder to which he or she is assigned. By approving each P-Card transaction, the Approver exercises critical control by ensuring authorized and appropriate P-Card use and correct allocation of expenses. State Agency Approvers should also review receipts where appropriate to ensure compliance with this Policy. No Cardholder may approve his or her own P-Card transactions nor may he or she direct someone else to approve P-Card transactions in a manner that could violate this Policy or applicable policies of F&A, Division of Accounts. As a general rule, the State Agency Approver should not report to the Cardholder whose transactions he or she is reviewing. A State Agency Approver has the following responsibilities:

- Completing the Cardholder training in Edison;
- Reviewing Cardholder transactions to ensure that purchases made were:
  - For the use and benefit of the State of Tennessee;
  - Necessary for the official duties of the agency;
  - Made in accordance with CPO policies and procedures;
  - For goods or services actually received; and,
  - Transaction receipts are attached to the transaction in Edison.

If a State Agency Approver is in doubt about any of the above, the State Agency Approver should immediately question the Cardholder and seek advice from the State Agency P-Card Program Coordinator. If the Cardholder is unavailable for questioning, the State Agency P-Card Program Coordinator or the Statewide P-Card Program Administration Team may adjust the Cardholder's STL to one dollar (\$1.00).

- Immediately informing the State Agency P-Card Program Coordinator of any misuse, abuse or fraudulent use of a P-Card.
- Notifying the State Agency P-Card Program Coordinator of Cardholder transfers or terminations. (Advanced notice is required if the State Agency Approver is aware of impending personnel actions.)

#### **4.5. Cardholder Supervisors.**

The Cardholder Supervisor must have a thorough knowledge of the Cardholders' job responsibilities in order to determine if purchases are job-related or otherwise authorized by CPO rules, policies or procedures. The Cardholder Supervisor's role, duties, and responsibilities may include:

- Completing the Cardholder and Agency Coordinator training in Edison;
- Reviewing all documentation and ensuring it is submitted according to this Policy and the State Agency's internal P-Card Procedures, as applicable;
- Approving or rejecting all Transactions as to the appropriateness of the transaction;
- Ensuring that all documentation is submitted according to this Policy and the State Agency's internal P-Card Procedures, as applicable;
- Maintaining knowledge of this Policy and State Agency's internal P-Card Procedures, as applicable; and
- Requesting reasonable spending limits in accordance with this Policy and State Agency's internal P-Card Procedures, as applicable.

#### **4.6. State Agency Reconciler.**

The State Agency Reconciler is the State Agency employee responsible for functions associated with post-purchase processing of P-Card Transactions including account allocation and providing a business purpose when required. The State Agency Reconciler may be the individual charged with preparing all documentation for retention. The State Agency Reconciler must complete the Cardholder training in Edison.

#### **4.7. Cardholders.**

Cardholders have the following duties and responsibilities as a condition for being issued a P-Card:

- Being a full-time State employee (note: when a part-time employee requires a P-Card to complete their duties, a P-Card Rule Exception Request must be submitted before P-Card issuance);
- Reading and becoming familiar with this Policy;
- Completing the Cardholder training in Edison;
- Being responsible for all purchases made on the P-Card;
- Being responsible for verifying transactions in Edison (confirming or disputing) and attaching appropriate supporting documentation on at least a weekly basis (per Section 9.3); and
- Adhering to this Policy and other applicable rules, policies, and procedures.

P-Card is for official State business use only and the purchase of personal or disallowable goods or services is strictly prohibited. Misuse of the P-Card may result in disciplinary action up to and including termination of employment and prosecution to the extent permitted by law. Cardholders will be required to reimburse the State, including sales tax, for any improper purchases.

Cardholder training is critical—all Cardholders must complete training before being issued a P-Card. Training ensures that the Cardholder understands the P-Card Program procedures and this Policy and is aware of potential disciplinary action for P-Card misuse or abuse. Once training is complete, the Cardholder shall sign a Cardholder Agreement and Application as a condition for being issued a P-Card. The Cardholder Agreement and Application is evidence that the Cardholder has received training and a copy of this Policy and the State Agency’s internal P-Card Procedures, as applicable.

**4.8. Assigned Cardholder Proxies.**

A State Agency may have assigned Cardholder Proxies. Proxies have the following duties and responsibilities:

- Reading and becoming familiar with this Policy;
- Completing the Cardholder training in Edison;
- Adhering to this Policy and other applicable rules, policies, and procedures.

The assigned Cardholder Proxy (“Proxy”) role is limited in scope and pertains only to assisting the Cardholder with his or her normal tasks of verifying P-Card transactions within the Edison system. The Proxy role is not a role that acts in the capacity of making purchases with the Cardholder’s P-card or otherwise using the Cardholder’s P-Card to complete a transaction. Such functions would violate this Policy. The Proxy shall not have access to the Cardholder’s P-Card nor the Cardholder’s account number.

When a Cardholder is unable to verify his or her P-Card transactions in Edison, the assigned Cardholder Proxy shall be responsible for the Cardholder duties pertaining to verification.

**4.9. Virtual P-Card Users.**

A Virtual P-Card User has authority to make purchases in accordance with this Policy, utilizing his or her Agency’s local purchase authority.

**4.10. Segregation of Duties**

In order to maintain appropriate segregation of duties, certain P-Card Program roles should not be combined. Neither the State Agency Fiscal Director nor the State Agency P-Card Program Coordinator shall be Cardholders. Neither the Cardholder Supervisor, the State Agency Approver, nor the State Agency Reconciler shall serve in the capacity as Supervisor, Approver or Reconciler for his or her own transactions but may serve as such for other Cardholders. Any exceptions require an approved P-Card Rule Exception Request.



#### **4.11. Allowable P-Card Program Role Combinations**

One individual may function as both the Cardholder Supervisor and Cardholder Approver for a particular Cardholder. That individual will be responsible for all of the duties outlined for each of these roles in Sections 4.4 and 4.5.

### **5. P-CARD SECURITY.**

The security of each P-Card is the Cardholder's responsibility. Every precaution should be used to protect the account number from unauthorized access. The account number should never be left in a conspicuous place.

Use of the P-Card is restricted to the authorized Cardholder whose name appears on the face of the card and may not be loaned to any other person. The account number that appears on the P-Card must not be given to any individual other than the Supplier from whom the Cardholder is making a purchase.

#### **5.1. Lost or Stolen Cards.**

If a P-Card is lost, stolen, or the card information has been compromised, the Cardholder must immediately contact the Bank's customer service. Upon such notification, outstanding authorizations will be confirmed and the Bank will cancel the P-Card (further use of the P-Card will be blocked by the Bank). Neither the State nor the Cardholder will be responsible for fraudulent charges made to a promptly reported lost or stolen card.

At the time of the notification, the Bank may request the following information:

- Cardholder's name
- Account number
- Last four digits of SSN
- Circumstances surrounding the loss of the card
- Any purchase(s) made prior to the card being lost or stolen.

The Cardholder must notify his or her State Agency P-Card Program Coordinator of the P-Card's loss or theft within 48 hours of reporting it to the bank and make arrangements to receive a new P-Card. The Cardholder must complete and return an affidavit from the Bank to initiate an investigation, and send a copy of the Bank affidavit to the State Agency P-Card Program Coordinator. The Bank will then issue a new card with a new account number which will be delivered to the State Agency P-Card Program Coordinator.

## **5.2. Separation from Employment.**

If a Cardholder's separation from employment or transfer to another State position is planned, P-Card use shall be discontinued prior to Cardholder's separation from employment or transfer to allow sufficient time for submission of receipts and processing of outstanding charges before the Cardholder leaves or transfers. In the event of unplanned separation from employment, the Cardholder's P-Card shall immediately be deactivated and the Cardholder shall discontinue P-Card use upon separation from employment.

## **5.3. Purchasing Rules.**

The P-Card is only a vehicle for making payments. Existing State laws governing procurement, accounts payable, records retention, and other applicable laws must still be followed. All procurement rules of the CPO apply when using the P-Card. All F&A Division of Accounts accounting policies should be followed for P-Card transactions and usage.

## **5.4. Tax Exemption.**

Tenn. Code Ann. § 67-6-329(a) provides that all sales of services and tangible personal property made in Tennessee and for the use and benefit of the State of Tennessee are exempt from Tennessee sales and use tax. Cardholders should obtain an exemption certificate and present it to each Supplier. This form is available on the Department of Revenue web site at <https://www.tn.gov/content/tn/revenue/taxes/sales-and-use-tax/forms.html> or as may be amended in the "Sales and Use Tax Forms - Exemptions" section. Purchases made in other states may be subject to that state's sales tax.

The Cardholder must be diligent when dealing with the Supplier regarding taxes. Cardholders are responsible for ensuring that Suppliers do not charge tax or provide a credit for inadvertent charges. If the Supplier cannot deduct the sales tax because of pre-set controls within its computer systems or will not honor the exemption, the Cardholder may continue with the purchase but must note the refusal on the receipt and the Cardholder must still pursue steps to have the sales tax charge removed.

In the event a Cardholder is inappropriately charged for sales tax:

- The Cardholder must contact the Supplier to obtain a credit refund of any sales taxes to the P-Card Account.
- The Cardholder is required to maintain documentation of his or her attempts to obtain credit for any Tennessee Sales and Use Tax charged to the P-Card Account in error.

If a Supplier is unable to process a credit against the card, the Cardholder may accept a cash or check refund and contact their State Agency P-Card Program Coordinator for guidance on depositing the funds. However, under no circumstances may the Cardholder accept a credit through other means, including gift cards or store credit.

### **5.5. Credits.**

Cardholders should avoid Suppliers with restrictive merchandise return policies. If a Cardholder returns merchandise, a credit should be issued to the Cardholder's P-Card and a credit receipt obtained. If a supplier is unable to process a credit against the card, the Cardholder may accept a cash or check refund and contact their State Agency P-Card Program Coordinator for guidance and comply with the Department of Finance and Administration Policy 25, Deposit Practices. However, under no circumstances may the Cardholder accept a credit through other means, including gift cards or store credit. The Cardholder or State Agency Approver is responsible for reviewing the Online Banking Program to ensure that credits are received and, if not, file the appropriate paperwork for disputed items.

### **5.6. Disputing Transactions.**

If there is a problem with a Transaction, the Cardholder must first attempt to reach a resolution directly with the Supplier. If the dispute involves a Transaction that the cardholder believes to be fraudulent, the Cardholder should immediately notify the Bank and his or her State Agency P-Card Program Coordinator. In most cases, disputes can be resolved between the Cardholder and the Supplier. The Supplier will usually issue a credit. See Section 5.5 regarding acceptable forms of credit.

The Cardholder should document all attempts to resolve a problematic Transaction. If the disputed Transaction involves a reservation or order that has been cancelled, the Cardholder is responsible for obtaining a cancellation number. If efforts to resolve the problem with the Supplier are unsuccessful or if a credit does not appear in the Online Banking Program or the Bank Statement, the Cardholder should file the appropriate dispute paperwork with the Bank and contact his or her State Agency P-Card Program Coordinator. The State Agency P-Card Program Coordinator will communicate with the Statewide P-Card Program Administration Team as necessary.

### **5.7. Forgery, Theft, or Fraudulent Transactions.**

Upon notification of any theft, forgery or credit card fraud, the State Agency P-Card Program Coordinator should report the incident to the office of the Comptroller of the Treasury in accordance with Tenn. Code Ann. § 8-4-119 and to the Statewide P-Card Program Administration Team. To comply with this requirement, the State Agency P-Card Program Coordinator shall send the completed Bank affidavit or an email to [TN.Investigations@cot.tn.gov](mailto:TN.Investigations@cot.tn.gov) and [P.Card@tn.gov](mailto:P.Card@tn.gov) with the following information: Cardholder's name; last six (6) digits of the Cardholder's account number; and information about the transactions in question (such as the merchants' names, transaction date, and dollar amounts).

### **5.8. Declined Purchase Transactions.**

On occasion, a Cardholder's purchase transaction may be declined. Cardholders should contact the Bank's Customer Service to determine the reason for the decline before contacting their State Agency P-Card Program Coordinator for assistance. Declined transactions are reported to the P-Card Administration Team and subject to review. Common reasons for declined purchases include:

- MCC is restricted from the Payment Card;
- The Cardholders has exceeded the STL or Cycle Limit; or
- Card expiration.

## **6. CARD ISSUANCE AND CANCELLATION.**

### **6.1. P-Card Issuance.**

The State Agency P-Card Program Coordinator is responsible for issuing all P-Cards within his or her Agency. Payment Cards are issued by the P-Card Program Coordinator following the receipt of documentation supporting:

- Completion of P-Card training;
- Completion of the Cardholder Application and Agreement; and
- Completion and approval of a Cardholder Profile.

### **6.2. P-Card Delivery and Distribution.**

By default, when ordered, P-Cards are sent to the State Agency hold address in the Online Banking Program, which is the State Agency P-Card Program Coordinator's work address. The State Agency P-Card Program Coordinator then distributes P-Cards to the Cardholder or to district locations across the State for distribution to Cardholders. In some cases, it is not practicable to have the P-Card delivered first to the State Agency Program Coordinator to then send to the Cardholders. In the event direct delivery to Cardholders is timelier and more efficient, then a P-Card Rule Exception Request must be submitted for approval. If the RER is approved, State Agencies must have an internal tracking process to document that P-Cards are safely delivered to the Cardholders.

### **6.3. P-Card Cancellation.**

State Agency P-Card Program Coordinators have authority to terminate a Cardholder's status as a Cardholder and cancel P-Cards. The Statewide P-Card Program Team should be notified of the need for a P-Card cancellation for the following reasons:

- Cardholder's separation from employment for any reason;
- Cardholder's job status changes such that he or she no longer requires a P-Card; or
- Cardholder reports the loss or theft of the P-Card.

The State Agency P-Card Program Coordinator may also suspend or cancel a P-Card as appropriate, such as for the following reasons:

- Cardholder misuses the P-Card;
- Cardholder is untimely with confirming or disputing transactions; or
- Cardholder lost receipts and resort to their Agency's internal procedures for lost receipts more than three (3) times during a fiscal year may have their P-Card privileges suspended.

If a P-Card is cancelled, it shall be destroyed. If a Cardholder learns of the cancellation of his or her P-Card by the Bank, the Cardholder shall notify the Statewide P-Card Program Administration Team and Agency P-Card Program Coordinator.

**7. P-CARD PROGRAM TRAINING.**

All program participants must complete appropriate training. The following training is available in Edison and encouraged for all P-Card Program participants:

<b>Training:</b>	<b>Required by:</b>	<b>Recommended for:</b>
<b>Cardholder Training</b>	Cardholders/Virtual P-Card Users	All P-Card Program Participants
	Cardholder Approvers	
	Cardholder Proxies	
	Cardholder Supervisors	
	State Agency Reconcilers	
<b>Agency Coordinator Training</b>	State Agency P-Card Program Coordinators	State Agency Fiscal Directors
	Cardholder Supervisors	

**8. INTERNAL CONTROLS.**

A strong system of internal controls is essential for detection and deterrence of fraud, misuse, or abuse of the P-Card. Internal controls include policies, procedures, training, spending limits, Merchant Category Code restrictions, prompt reconciliation, and prompt account distribution.

**8.1. Duty of State Agencies.**

Each State Agency must establish an internal control structure that ensures compliance with the State’s procurement laws, CPO rules, policies and procedures, this Policy, and the terms and conditions of the P-Card established by the Bank. All State Agencies should ensure:

- Appropriate segregation of duties as outlined in Section 4.10 above;
- Maintenance of approved, signed documentation for all Cardholders, State Agency Approvers and Cardholder Supervisors;

- Appropriate limits on the number of Cardholders assigned to a Cardholder Supervisor or State Agency Approver in order to ensure adequate review of business need and documentation for each Transaction;
- Provision for a regular audit or review of the Agency's P-Card program by the State Agency Internal Audit unit, or other business unit assigned State Agency business process review responsibilities. A high-level summary of the reviews should be sent to the CPO P-Card Administration Team to assist with program improvement. Reviews must include adequacy of:
  - Internal policies and procedures, as applicable;
  - Cardholder Single Transaction Limit and Cycle (Credit) Limits;
  - Timeliness of monthly reconciliation procedures; and
  - Documentation for Transactions;
- Protocol for establishing designated State Agency Central Fiscal Office P-Cardholder and any alternate Central Fiscal Office P-Cardholders, including which Central Fiscal Office P-Card is primary and which alternate Central Fiscal Office P-Card is secondary and circumstances (e.g., unavailability of the primary Central Fiscal Office P-Card, etc.) under which an alternate Central Fiscal Office P-Card may be used.
- Coordination of state agency employee roles with the Statewide P-Card Program Administration Team.

## **8.2. State Agency P-Card Procedures.**

Each State Agency may develop its own internal procedures to carry out the intent and purpose of this Policy and to address unique State Agency complexities or risk factors. If a State Agency chooses to develop its own internal procedures then such procedures should align with this Policy and must be submitted for review and approval by the Statewide P-Card Program Director and the Comptroller of the Treasury. If a State Agency chooses not to develop its own internal procedures then the State Agency must follow this Policy.

## **8.3. Card Management and Reconciliation System.**

All Transaction verifications and approvals will be completed in Edison.

## **8.4. Merchant Category Code Restrictions.**

Merchant Category Codes are four-digit codes used by commercial credit card brands (e.g., Visa, MasterCard, American Express) to identify a merchant's principal trade, profession, or line of business. MCCs are assigned to a merchant based on the types of goods or services the merchant provides. MCCs blocked on P-Cards restrict State purchases from certain merchants to protect against unauthorized or prohibited purchases.

- The Statewide P-Card Program Administration Team manages the State-identified MCC groups that contain codes associated with suppliers that provide goods or services that are prohibited from purchase using the P-Card.
- Unauthorized MCCs are blocked at the point-of-sale.
- State Agencies may request activation of additional MCCs for inclusion in a State-authorized group or creation of a new MCC group to meet specific needs by contacting the Statewide P-Card Program Administration Team.

- State Agencies should not contact the Bank directly to unblock MCCs.

**8.5. Cardholder Spending Limits and Utilization.**

The State Agency Fiscal Director is responsible for setting payment card maximum Single Transaction Limits (STL) and Cycle Limits (CL). Spending limits should be based on the Cardholder’s job responsibilities, the position’s unique purchasing needs, and the State Agency’s budget. Cardholder spending limits must be reviewed periodically for appropriateness.

An agency may establish one (1) designated State Agency Central Fiscal Office P-Card, and up to two (2) alternates. The Maximum STL for P-Card Program Roles are listed in the table below.

<b>Spending Limits</b>		
<b>Program Role</b>	<b>Permissible Single Transaction Amount</b>	<b>Cycle Limit</b>
Agency Cardholder	\$1 up to \$10,000 STL	Set at the discretion of the State Agency Fiscal Director
Central Fiscal Office P-Card (limit 1 card with up to 2 alternates)	\$1 up to \$50,000 STL	Set at the discretion of the State Agency Fiscal Director

**8.6. Dormant Cards.**

The CPO recommends that State Agencies reduce the Cycle Limit of any P-Card that has not been used within twelve (12) complete cycles to one dollar (\$1). When a P-Card has not been used for some time, the State Agency P-Card Program Coordinator should conduct a review to determine if the Cardholder still needs a P-Card. Each State Agency is responsible for ensuring that this review is completed at least annually or in accordance with its own internal P-Card Procedures, as applicable.

**9. DOCUMENTATION AND ACCOUNTING.**

**9.1. Documentation.**

State Agencies should handle documentation for reconciliation in accordance with this Policy and State Agency internal P-Card Procedures, as applicable. Any State Agency seeking to use a manual or alternative method for Transaction reconciliation must obtain approval from the Central Procurement Office.

Regardless of the Transaction reconciliation method, Cardholders should provide adequate documentation for all Transactions.

**9.2. Purchase Documentation.**

It is the Cardholder’s responsibility to obtain adequate supporting documentation for the purchase. Such documentation may include receipts, invoices, shipping documents and

bills of lading. This information will be used by the Agency to validate and reconcile charges. The supporting documentation shall include the following elements:

- The Supplier's name, location, and contact information; but when this information is not available on the receipt (such as with online purchases) information should be included that would identify the vendor, such as the website address where purchase was made;
- Line item details, which may include quantity, description, unit price, and total price; but when no line item details are available on the receipt, other documentation should indicate description and quantity of items purchased;
- Evidence that the State was not charged for sales tax. If the supplier cannot show a separate line indicating that sales tax was not charged because of pre-set controls within its computer systems, this may be evidenced by the fact that the total of unit prices charged is equal to the total price.

The amount on the purchase documentation and the amount of the charge to the Cardholder's P-Card account must match. Any discrepancies in amounts should be resolved with the Supplier and an explanation regarding the resolution should be made on the receipt or other backup documentation. It is not sufficient to change the amount on the receipt only. Credits may be processed without a receipt, but the Cardholder must provide an explanation of the credit. Verification should be performed in Edison as often as possible in order to meet the deadlines published monthly by the P-Card Administration Team. Legible copies of supporting purchase documentation must be uploaded into Edison.

### **9.3. Allocation to the Chart of Accounts.**

Default accounting strings should be reviewed to ensure that the expenditures are recorded to the appropriate chartfields during the verification and approval process.

### **9.4. Records Retention Requirements.**

The Office of the Secretary of State oversees Tennessee's Records Management Division, the State Agency that provides guidance on disposition, retention, and destruction of state records. Records Disposition Authority (RDA) SW23 applies to all P-Card documents. RDA SW23 requires that State Agencies maintain documents related to P-Card issuance and use for five (5) years and destroy them at the end of the five-year period. P-Card documents may be maintained in either paper or electronic format, so long as the electronic content has been verified for completeness, accuracy, and usability. RDA SW23 is available in its entirety at <http://www.tnsos.net/rmd/rda/index.php>.

### **9.5. Internal Revenue Service 1099 Reporting.**

In 2011, the Internal Revenue Service announced changes to the Internal Revenue Code, Section 6050W, which shifted the burden of payment reporting requirements from the purchaser to the Supplier's bank when the P-Card is the payment method for a reportable transaction. Because of the shift in responsibility, participants in the P-Card Program are no longer required to report total P-Card transactions in excess of six hundred dollars (\$600) with certain Suppliers.



**9.6. P-Card Use when Purchase Orders Required.**

If a P-Card and not a Virtual P-Card is used for any purchase that would require a Purchase Order, State Agencies must ensure that purchase orders are created and properly relieved for any purchases that would require a purchase order.

**10. PROHIBITED PURCHASES AND TRANSACTIONS.**

The P-Card is for official State business use only and the purchase of personal or disallowable goods or services is strictly prohibited. Misuse of the P-Card may result in disciplinary action up to and including termination of employment and prosecution to the extent permitted by law. Cardholders will be required to reimburse the State, including sales tax, for any improper purchases.

**10.1. Prohibited Purchases.**

The following types of purchases, payments, or transactions are prohibited:

Prohibited Purchase Type		General Justification for Prohibition
1	Travel expenses	Travel expenses should comply with the Department of Finance and Administration - <u>Policy 8</u> , State Comprehensive Travel Regulations and are required to be processed through the Edison Expense Module for control and reporting purposes.
2	Rental of passenger vehicles of any kind	Rental of passenger vehicles are typically made in connection with employee travel expenses, which are prohibited.
3	Telephone billings	State telephone billings are typically centrally managed and controlled by the Department of Finance and Administration.
4	Political publications of any sort	Purchase of political publications are prohibited by Department of Finance and Administration - <u>Policy 10</u> , Organizational Dues, Subscriptions, and Sponsorships.
5	State Utility billings and connection fees	State utility billings are typically centrally managed and controlled by Department of Environment & Conservation.
6	Payment to another State Agency	Payment to another State Agency is governed by and should follow Department of Finance and Administration - <u>Policy 18</u> , Interunit Journals.
7	Artifacts for historical or commemorative purposes (except for the State Museum)	These purchases must be processed through the Edison AP Module to ensure proper financial statement and asset management module recognition.
8	Employee moving expenses	These expenses must be processed through the Edison Expense Module to ensure IRS information reporting requirements can be met.

Prohibited Purchase Type		General Justification for Prohibition
9	Purchases of any motor vehicle fuel for any vehicle or equipment leased from the DGS Vehicle Asset Management (VAM)	To track purchases by asset and prevent fraud, DGS-VAM has a dedicated, industry-specific fuel card for all fuel purchases.
10	Back orders or partial shipments	These types of purchases create numerous problems for reconciliation such as split invoices, reconciling across multiple cycles, and problematic tracking issues. Order fulfillment and accruing interest due the Bank are additional concerns.
11	Service awards for State employees	These purchases must be processed through Edison AP Module to ensure IRS information reporting requirements can be met.
12	Awards for private citizens	These purchases must be processed through Edison AP Module to ensure IRS information reporting requirements can be met.
13	Honoraria expenses	These purchases must be processed through Edison AP Module to ensure IRS information reporting requirements can be met.
14	Insurance policies	State insurance coverage is typically centrally managed and controlled by Department of Treasury, Risk Management.
15	Gift cards or gift certificates	These purchases must be processed through Edison AP Module to ensure IRS information reporting requirements can be met.
16	Cash withdrawals, including ATM or debit withdrawals	These are prohibited for control purposes.
17	Any goods or services related to political activity as defined under “The Little Hatch Act,” Tenn. Code Ann. §§ 2-19-201 through 208	Purchase of political publications are prohibited by Department of Finance and Administration - <a href="#">Policy 10</a> , Organizational Dues, Subscriptions, and Sponsorships.
18	Purchases Reserved for the Designated State Agency Central Fiscal Office Cardholder, unless in accordance with Section 11 of this Policy	Cardholders other than the person designated by the State Agency Fiscal Office Cardholder are prohibited from making certain purchases as outlined in section 11 of this Policy.
19	Purchases identified as Capital Assets by the Department of Finance & Administration <a href="#">Capital Asset Guide</a>	Purchases of goods or equipment that require tagging under the Department of Finance and Administration’s policies – <a href="#">Policy 33</a> , should not utilize the P-Card as the primary payment method because these purchases require the prior approval of the Department of Finance and Administration,

	Prohibited Purchase Type	General Justification for Prohibition
		Division of Accounts, as the business owner of the Asset Management Module. Exceptions for <i>emergency</i> Asset purchases using the P-Card must be pre-approved by Asset Management.

State Agencies may request an exception for certain items through the use of a P-Card RER eForm in Edison initiated by the State Agency P-Card Program Coordinator and approved by the State Agency Fiscal Director and the Central Procurement Office.

**10.2. Personal Purchases Prohibited.**

As provided in Sections 3.1, 4.3 and 10.1, Cardholders are prohibited from using a P-Card for the purchase of any goods or services not directly related to job responsibilities or other official State business. Intentional use of a P-Card for any purposes other than State business will result in disciplinary action, up to and including termination from State employment or criminal prosecution. Under Tenn. Code Ann. § 39-16-402, State employees who intentionally or knowingly use a P-Card or a Virtual P-Card for personal purchases commit a Class E felony.

**10.3. Split Charges Prohibited.**

Tenn. Code Ann. § 12-3-503(b) and CPO Policy Number 2013-003 authorize State Agencies to make a purchase without soliciting quotes or proposals from multiple suppliers when the total value of the purchase is ten thousand dollars (\$10,000) or less. Cardholders are prohibited from splitting a transaction between two or more transactions on a single account, two or more transactions on multiple accounts, or two or more transactions using the P-Card and a purchase order, in order to circumvent the STL imposed on the P-Card. The maximum STL for P-Card purchases using a physical P-Card is ten thousand dollars (\$10,000) or fifty thousand dollars (\$50,000) for a Central Fiscal Office P-Card unless a State Agency has designated a lower STL in its internal P-Card Procedures or has an approved exception from the Statewide P-Card Program Director.

**10.4. Purchases by Someone Other than Assigned Cardholder Prohibited.**

Purchases made using a P-Card by someone other than the Cardholder are prohibited. Cardholders should not share their card or account number with anyone in order for that person to make a payment on their behalf.

**11. PURCHASES RESERVED FOR THE DESIGNATED STATE AGENCY CENTRAL FISCAL OFFICE CARDHOLDER.**

Only the person designated by the State Agency Fiscal Director may use his or her individual P-Card for the following purchases:

- Tuition, fees, and supplies for training individuals;
- Internet, newspaper, radio, or television advertisements;

- Subscriptions to newspapers, periodicals, newsletters, or pamphlets;
- Organization membership dues;
- Charges for meeting rooms and attendant expenses in excess of two hundred dollars (\$200) per day or for more than five (5) days;
- Convention or registration fees;
- Association entry fees; and
- Food, beverage, or catering charges for meetings.

State Agencies may request an exception from this paragraph through the use of a P-Card Rule Exception Request eForm in Edison initiated by the State Agency P-Card Program Coordinator and approved by the State Agency Fiscal Director and the Central Procurement Office. For assistance with submitting the eForm please visit the Central Procurement Office’s Learning and Development job aid page on TEAM TN.

The State Agency Fiscal Director may designate up to two (2) alternate Central Fiscal Office P-Cardholders who may make these purchases, as noted in Section 8.1 above. The State Agency should follow protocol established pursuant to Section 8.1 above in regard to the utilization of those alternate Central Fiscal Office P-Cardholders.

## **12. ENCOURAGED USE OF P-CARDS.**

### **12.1. Statewide Contracts.**

As provided in Section 10.4. of the CPO’s *Procurement Procedures Manual*, State Agencies are required to use Statewide Contracts for procuring goods or services to the extent the needed goods or services are available on a Statewide Contract. State Agencies may not procure goods or services available on a Statewide Contract from any other source without prior approval from the Chief Procurement Officer or designee.

### **12.2. Utilization of Diversity Suppliers.**

Cardholders are strongly encouraged to make authorized purchases from suppliers certified by the Governor’s Office of Diversity Business Enterprise.

## **13. SURCHARGES AND CONVENIENCE FEES.**

Many suppliers charge a “credit card processing fee” or “convenience fee” for accepting credit cards including the P-Card. These types of fees are strictly regulated by Visa and MasterCard.

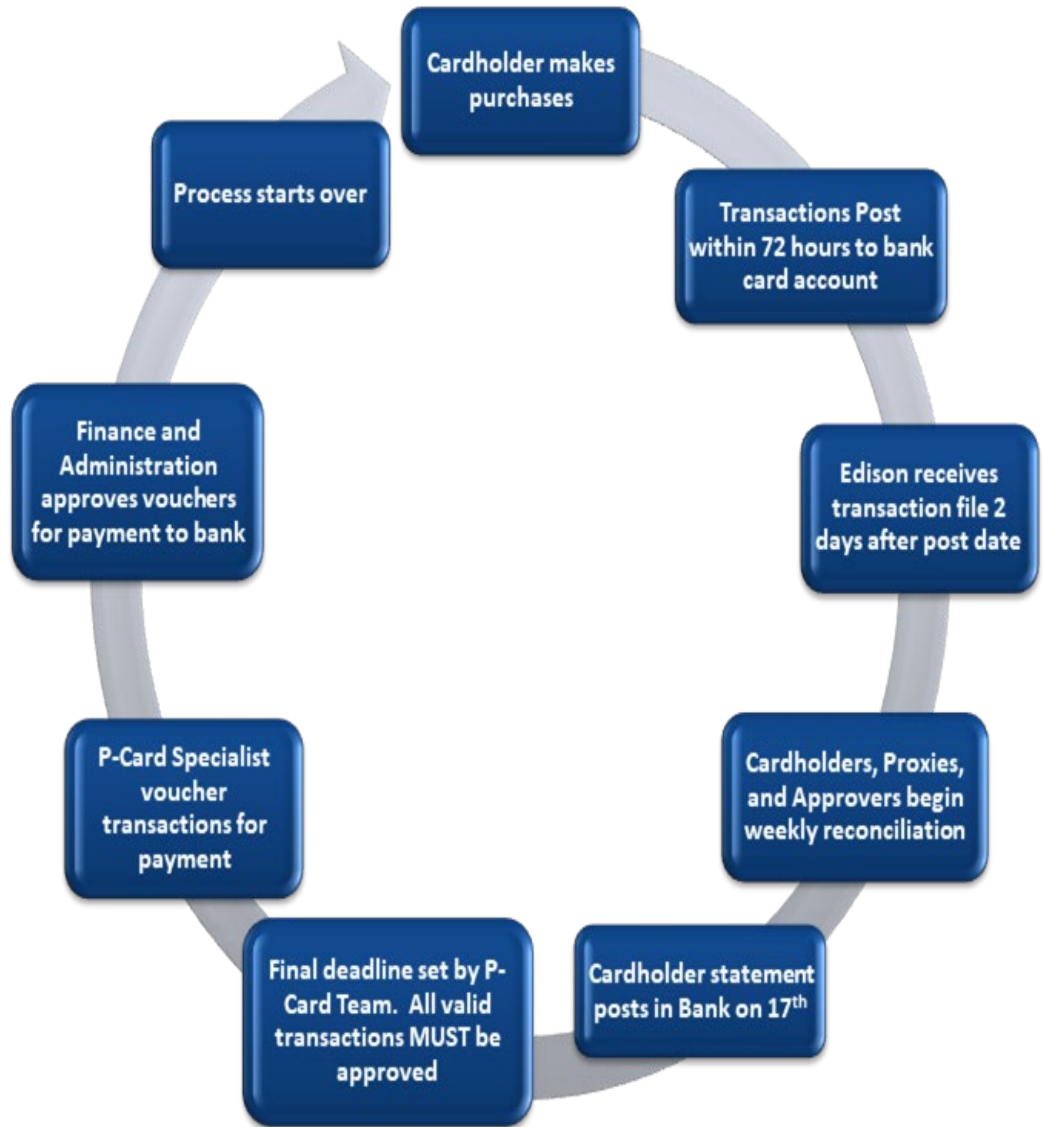
According to Visa’s “Card Acceptance and Chargeback Management Guidelines for Merchants” available on Visa’s website, credit card surcharges are allowed but cannot be more than the amount the supplier’s bank charges them for processing the transaction. Also, the supplier cannot charge both a surcharge and a convenience fee.

## **14. TRAVEL.**

Travel is governed by the Department of Finance & Administration, Policy 8, Comprehensive Travel Regulations. The State maintains a Statewide Contract (#747) for air travel. Flights are booked through the contracted entity according to the Statewide Contract usage instructions.

Payments are made to the airlines using Virtual P-Cards. One Virtual P-Card is assigned to each participating State Agency and embedded within the Supplier's system. Agencies reconcile their air travel statement each month and report any irregularities to the contract administrator and the P-Card Administration Team. The P-Card Administration Team creates the voucher for payment to the Bank.

## APPENDIX A – P-Card Processing Billing Cycle Overview



## APPENDIX B – Typical Roles in Edison

- I. Edison Security Form. In order to assign P-Card related roles in Edison, Edison Security Form FA-1015 must be completed as required. The table below indicates the Edison Security Form roles typically assigned to State Agency P-Card program personnel:

<b>Edison Form FA-1015 Role #</b>	<b>Edison Form Role Name</b>	<b>Edison Role Description</b>	<b>Typical State Agency position assigned this Edison Role</b>
AP-2003	TN2 AP AGENCY PCARD ADMIN	P-Card Agency Administrator	State Agency P-Card Program Coordinator
AP-2011	TN2 AP CONFIG PCARD VIEW*	P-Card Inquiry Role	State Agency Reconciler*
AP-2020	TN2 AP PCARD APPROVER	P-Card Approver	State Agency Approver
AP-2022	TN2 AP PCARD HOLDER	P-Cardholder	Cardholder
AP-2023	TN2 AP PCARD PROXY	P-Card Proxy	Cardholder Proxy
PUWF-2103	TN2 WF EFORM AGENCY APPROVAL	Forms Agency (Exception Requests)	State Agency Fiscal Director

- II. The inquiry only role indicated with an asterisk (\*) above is typically granted to the State Agency Fiscal Director and the Cardholder Supervisor (if the Supervisor does not also serve in the role of the State Agency Approver) for review of P-Card transactions for the appropriate Cardholders. These roles are also granted to Internal Audit or State Audit for review of P-Card transactions.
- III. The above roles must be given to a user in order to perform the given functions. However, for certain roles, such as the State Agency P-Card Program Coordinator, the State Agency Approver, the State Agency Reconciler, or the assigned Cardholder Proxy, an individual may have multiple Cardholders for whom they perform such function. When a new Cardholder is set up, the Agency will indicate on the New Account Enrollment Workbook (the CPO Excel form used to setup a new Cardholder), who the individual is who should serve in each of these P-Card Program roles. If that individual already has the Edison role, there is no need for an additional Edison role to be added. The new Cardholder will just be added under that individual's "tree".

## **BOYCOTT OF ISRAEL (NEW)**



**REQUEST:** Add the following as a Mandatory Term and Condition to the configurator, and the FA Template pursuant to [Public Chapter No. 775](#):

D.#. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-#/Public Chapter No. 775.

**REPORT  
CERTIFICATION RELATED ITEMS  
(CMRA)**

**January 2022**

**RE-CERTIFICATION**

1. Item No. 763.A199  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Human Services, 1365 Morgan Road, Dyersburg, Tennessee.  
Annual Price: Annual Price: \$6,192.00, \$516.00 per month or \$2.48 per square foot for a total of 2,500 square feet.  
Price increase requested. This increase is requested due to increases in the cost of equipment, expendables, and the need to provide a competitive wage.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 2/01/2022-1/31/2023
  
2. Item No. 763.A201  
Service: Janitorial Services  
Agency/Location: Department of Human Services, 1419 North Morgan Street, Union City, Tennessee.  
Annual Price: \$9,845.28, \$820.44 per month or \$3.94 per square foot for a total of 2,500 square feet.  
Price increase requested. This increase is requested due to increases in the cost of equipment, expendables, and the need to provide a competitive wage.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 2/01/2022-1/31/2023
  
3. Item No. 763.A202  
Service: Janitorial Services  
Agency/Location: Department of Human Services, 1749 Triangle Park Drive, Maryville, Tennessee.  
Annual Price: \$6,678.00, \$556.50 per month or \$2.67 per square foot for a total of 2,500 square feet.  
Price increase requested. This increase is requested due to increases in the cost of equipment, expendables, and the need to provide a competitive wage.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 2/01/2022-1/31/2023

4. Item No. 763.A203  
Service: Janitorial Services  
Agency/Location: Department of Human Services, 407 Cherokee Park Drive, Elizabethton, Tennessee.  
Annual Price: \$5,745.60, \$478.80 per month or \$0.92 per square foot for a total of 6,250 square feet.  
Price increase requested. This increase is requested due to increases in the cost of equipment, expendables, and the need to provide a competitive wage.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 2/01/2022-1/31/2023
  
5. Item No. 763.A204  
Service: Janitorial Services  
Agency/Location: Department of Human Services, 3069 Overlook Drive, Cleveland, Tennessee.  
Annual Price: \$7,497.00, \$624.75 per month or \$3.00 per square foot for a total of 2,500 square feet.  
Price increase requested. This increase is requested due to increases in the cost of equipment, expendables, and the need to provide a competitive wage.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 2/01/2022-1/31/2023

#### **ADDENDUM**

6. Item No. 763.A196  
Service: TDOC Uniforms  
Agency/Location: Department of Correction, Nashville, Tennessee.  
Annual Price: \$1,800,000  
No price increase requested. The addendum is to add items to the contract to increase options for end users. There is also a price correction of one item.  
Satisfaction: No complaints have been filed.  
Addendum will have an effective date of 2/01/2022 and run until the end of the contract term on 9/30/2022.

**February 2022**

**CERTIFICATION**

1. Item No. 763.A209  
Service: Grounds Maintenance Services  
Agency/Location: Department of Environment and Conservation, Radnor Lake State Park, 1160 Otter Creek Road, Nashville, Tennessee.  
Annual Price: Annual Price: \$10,875.60, \$906.30 per month or \$302.10 per cycle for a total of 2.5 acres.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 3/01/2022-2/28/2023.

**ADDENDUM**

2. Item No. 763.20  
Service: TDOT Rest Area Maintenance and Operation  
Agency/Location: Department of Transportation, Nashville, Tennessee.  
Annual Price: \$4,820,109.26  
No price increase requested. The addendum is to change subcontractors from Madison Haywood to Goodwill Industries-Memphis for the Madison County locations (5 total).  
Satisfaction: No complaints have been filed. Addendum will have an effective date of 3/01/2022 and run until the end of the contract term on 6/30/2022.
3. Item No. 763.A196  
Service: TDOC Uniforms  
Agency/Location: Department of Correction, Nashville, Tennessee.  
Annual Price: \$1,800,000  
No price increase requested. The addendum is to add items to the contract to increase options for end users, substitute new items for discontinued items, and correct Edison descriptions.  
Satisfaction: No complaints have been filed. Addendum will have an effective date of 3/01/2022 and run until the end of the contract term on 9/30/2022.

**March 2022**

**CERTIFICATION**

1. Item No. 763.A210  
Service: Grounds Maintenance Services  
Agency/Location: Department of Intellectual and Developmental Disabilities, Clover Bottom Development Center, 275 Stewarts Ferry Pike, Nashville, Tennessee.  
Annual Price: \$198,022.50 for scheduled and non-scheduled services, \$5,850.75 per cycle of scheduled services, \$15 per hour for non-scheduled services for a total of 1500 hours, or \$31.12 per acre per cycle for a total of 188 acres.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 4/01/2022-3/31/2023.
  
2. Item No. 763.A211  
Service: Janitorial Services  
Agency/Location: Department of Environment and Conservation, Bledsoe Creek State Park, 400 Zieglers Fort Road, Gallatin, Tennessee.  
Annual Price: \$25,475.39, or \$2,352.22 monthly March-November, or \$15.29 per hour for a total of 13,422 square feet, or \$1,435.13 monthly December-February, or \$15.77 per hour for a total of 10,581 square feet.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 4/01/2022-3/31/2023.
  
3. Item No. 763.A212  
Service: Janitorial Services  
Agency/Location: Department of Environment and Conservation, Long Hunter State Park, 2910 Hobson Pike, Hermitage, Tennessee.  
Annual Price: \$59,929.45, or \$4,994.12 per month.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 4/01/2022-3/31/2023.
  
4. Item No. 763.A213  
Service: Janitorial Services  
Agency/Location: Department of Transportation, Region 3 Office Complex, Nashville, Tennessee.  
Annual Price: \$229,634.16, or \$19,136.18 per month, or \$2.14 per square foot per year for a total of 107,412 square feet.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 4/01/2022-3/31/2023.

## **ADDENDUM**

5. Item No. 763.A196  
Service: TDOC Uniforms  
Agency/Location: Department of Correction, Nashville, Tennessee.  
Annual Price: \$1,800,000  
No price increase requested. The addendum is to add items to the contract.  
Satisfaction: No complaints have been filed. Addendum will have an effective date of 4/01/2022 and run until the end of the contract term on 9/30/2022.

**April 2022**

**CERTIFICATION**

1. Item No. 763.A214  
Service: Janitorial Services  
Agency/Location: Department of Military, Tennessee Emergency Management Agency, 803 North Concord Street, Knoxville, Tennessee.  
Annual Price: \$10,717.68, or \$893.14 per month, or \$1.07 per square foot for a total of 10,000 square feet.  
Price Increase Requested. A price increase is requested due to increases in labor, supplies, and fuel.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 5/01/2022-4/30/2023.
  
2. Item No. 763.A215  
Service: SWC 921 Adult Incontinent Briefs and Pads  
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.  
Annual Price: Current Spend \$83,983.15 (May 2021 through April 2022).  
Price Increase Requested. A price increase of about 28% is requested due to increases in labor, raw materials, shipping, and fuel.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 5/01/2022-4/30/2023.

**ADDENDUM**

1. Item No. 763.A130  
Service: SWC 920 Drug Testing Kits  
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.  
Annual Price: Current Spend \$667,745.16 (October 2021 through April 2022)  
No price increase requested. This addendum removes two items no longer being manufactured and replaces them with substitutes.  
Satisfaction: No complaints have been filed. Addendum will have an effective date of 5/01/2022 and run until the end of the contract term on 9/30/2022.



**REPORT  
LIMITATION OF LIABILITY**

	A	B	C	D	E	F	G	H
1	Number	Form	Subject	Description	Status	Date Submitted	Owner	Date Approved
2	7169	LOL_REQ	31865-00841 TennCare Lever	The Contractor, Lever, provides applicant tracking software. Lever helps create relationships with applicants by personalizing communications, engaging candidates, and finding applicants for "hard-to-fill" positions. As a result of contract negotiations by CPO and conducted with Lever, the parties reached an agreement to include as § 8.4 "Exclusions", that is in compliance with Tenn. Code Ann. § 12-3-701, that in no event would § 8 limit the liability of Lever for (i) intellectual property or any Lever indemnity obligations for infringement for third-party intellectual property rights; or (ii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. This change in the Limitation of Liability was necessary for TennCare to procure this necessary software services for applicant tracking and overall candidate management. This contract is in the amount of \$56,446.40, is a low risk, and the proposed changes for the Contractor's Limitation of Liability do not pose any appreciable risk to the State.	A	2/4/2022	Mitchell Plumber	2/5/2022
3	7188	LOL_REQ	33600-021122 NMLS	The Contractor, Nationwide Multistate Licensing System and Registry ("NMLSR") is an online licensing system. The Department of Financial Institutions uses NMLSR to process various types of license applications. The terms of use for NMLSR contained a Limitation of Liability clause that could not be modified but indicating that the Contractor's liability would not in any event be less than two (2) times the value of the contract (or the State's liability under the contract). This provision conformed with Tenn. Code Ann. § 12-3-701. Since this service is required in the Department of Financial Institutions, is at no-cost, and NMLSR is the only provider of this service, there is no appreciable risk to the State.	A	2/14/2022	Rachael Ross	2/14/2022
4	7195	LOL_REQ	34901-01385 Apple	The Contractor, Apple, Inc. ("Apple") and the State were involved in negotiations for developing the Apple mobile drivers' license for use in the State. In order to continue with the negotiations, the parties agreed to enter into an Memorandum of Understanding ("MOA"). During negotiations, Apple required the use of its MOA paper in place of the State's no-cost contract template. Apple's liability would not in any event be less than two (2) times the value of the MOA or the State's liability under the MOA in accordance with Tenn. Code Ann. § 12-3-701. Since this contract is a no-cost contract, it was determined that there was little risk of liability to the State with this procurement. These negotiations acknowledge the interest of Apple and the State in effective risk management.	A	2/16/2022	Marki Mascolo	2/16/2022
5	7275	LOL_REQ	34513-00123 Child Support Voluntary Acknowledgement	The Department of Human Services ("DHS") requested the deletion of the purchase order standard terms and conditions limitation of vendor's liability for voluntary acknowledgements of paternity under the agency's Delegated Authority ("DA"). The services provided under this DA are on a voluntary basis, are contingent upon the unwed parent's consent to acknowledge paternity and involve a nominal rate charge rather than a maximum liability or total purchase amount, in accordance with Tenn. Code Ann. § 12-3-701. No risks were identified as the birthing facilities are under no obligation to perform these voluntary services.	A	3/10/2022	Becky Parker	3/11/2022
6	7314	LOL_REQ	32110-3-SWC 429 Federal Funding Consulting	Statewide Contract # 429 is the Federal Stimulus Funding Consulting and Program Administration Services ("SWC 429"). This contract is between the State and a consultant to provide federal funding consulting and program administration services. The costs of the projects under SWC 429 can vary greatly and it would be extremely unfair to the vendor pool to carry the financial risk of the entire estimated liability. Under the circumstances, the State is adequately protected from any potential claims it may have against the Contractor and in accordance with the liability exposure found in Tenn. Code Ann. § 12-3-701. This is important because it clarifies the risk exposure and interplay between the Limitation of Liability and other remedies available under the contract, while allowing more participation and competition.	A	3/18/2022	Ellen Lipinski	3/18/2022
7	7398	LOL_REQ	33001 Cision	The Tennessee Department of Economic and Community Development ("TNECD") entered into a contract with Cision to provide daily news reports and customized search engines. Cision will be used to monitor TNECD's social media performance and competition involving projects. The parties negotiated the terms and issued a Letter of Adhesion to address the Limitation of Liability as set forth in Tenn. Code Ann. § 12-3-701. TNECD viewed the risk as minimal on the proposed Limitation of Liability on the State as the risk is limited to incorrect or incomplete information that TNECD is provided from daily news reports and social media performance monitoring. The risks are extremely limited and TNECD does not expect any impact arising from the proposed Limitation of Liability on the State.	A	4/4/2022	Garrett Guillory	4/4/2022

**REPORT  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

	A	B	C	D	E	F	G	H
	Number	SWC# / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
2								
352	350	61893	Vehicle Leasing	Parker Birt	Acme Auto Leasing	Vehicle Leasing	11/3/2021	Added 2022 Chrysler, Dodge, Jeep, and Ram vehicles
353	351	61893	Vehicle Leasing	Parker Birt	Acme Auto Leasing	Vehicle Leasing	1/10/2022	Added 2022 Ford F150 Lightning Pro
354	352	37896	Managed Service Provider (MSP)	Maya Carpenter	Knowledge Services	Temporary and Contract Staff Augmentation	1/14/2022	Added Registered Nurse 6, Travel RN 2, Licensed Practical Nurse 4, Travel LPN 2, Med Technologist 5, Forester, and Process Improvement Training Consultant to the rate card.
355	353	57114	Mass Communications Software	Richard Kotler	Everbridge	Mass Communications for Emergency situations such as Tornado, Health, Weather, etc	3/14/2022	Inclusion of MOU in order to incorporate E911 software solution for IP Phones, End Points, ELINs, etc.
356	354	68691	Asset and Photolog	Stephanie Landmark	CycloMedia Technology Inc	Photolog images and data collection on routes and ramps throughout the State	8/20/2021	Addition of In-Scope Items: Pedestrian Signals and Push Buttons Sign Posts and Sign Faces Additional Mileage
357	355	68691	Asset and Photolog	Stephanie Landmark	CycloMedia Technology Inc	Photolog images and data collection on routes and ramps throughout the State	3/18/2022	Addition of In-Scope Items: 1. Medians 2. Sidewalks 3. Intersection Legs (MIRE Element) 4. Sign Post Condition 5. Weigh Stations, Rest Areas, and Welcome Centers 6. Land Between the Lakes National Recreation Area 7. LiDAR Viewer/Downloader Tool
358	356	72678	33501-225002 50 Emergency Comm	Karen Conway	AT&T Corp.	Services related to the establishment of emergency communications and provision of 911-related assistance to ECDS	5/4/2022	Add to the existing contract the following items: - Transitional Data Management Services (TDMS) that are currently procured by the TECB from the NetTN agreement. - A non-recurring fee for additional Call Handling as a Service (CHaaS) workstations. - New end site addresses of PSAPs to be connected to the 911 network. It is common for ECDS and PSAPs to move locations upon the completion of a new facility or changes/consolidation in operations.