



STATE OF TENNESSEE
PROCUREMENT COMMISSION
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- AGENDA -

PROCUREMENT COMMISSION MEETING #021
MONDAY, JUNE 20, 2016 – 2:00 P.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

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LARRY B. MARTIN, Chairman
Commissioner of Finance & Administration

JUSTIN P. WILSON
Comptroller of the Treasury

ROBERT E. OGLESBY
Commissioner of General Services

MICHAEL F. PERRY
Chief Procurement Officer

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**MINUTES OF MARCH 24, 2016
MEETING**



MINUTES
PROCUREMENT COMMISSION MEETING #020
THURSDAY, MARCH 24, 2016 – 2:00 P.M.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Members in Attendance:

Justin P. Wilson, Comptroller of the Treasury; Robert E. Oglesby, Commissioner, Department of General Services

Others in Attendance:

Shannon Howell, Don Ivancic, Bryan Chriske, Buddy Lea, Stroud Vaughn, Jenny Young, Chris Ivey, Paul Krivacka, Thad Watkins, Kaci Stewart, Charlotte McKinney

I. Call to Order.

Comptroller Wilson called the meeting to order and recognized that a quorum of Procurement Commission members was present. Comptroller Wilson announced that Commissioner Larry Martin, Department of Finance and Administration, was unable to attend the meeting and Comptroller Wilson expressed his reservations about the Procurement Commission meeting without all members being present. Comptroller Wilson stated that Commissioner Martin's staff had assured him that it was appropriate for the meeting to proceed. Comptroller Wilson stated that the Procurement Commission was not scheduled to meet in April but if there were any objections about an agenda item for this meeting, the item would be deferred to a later meeting when Commissioner Martin was present. Comptroller Wilson stated that he did not want this meeting without Commissioner Martin to be construed as a precedent for meetings to be held without all Procurement Commission members in attendance.

II. Minutes from the January 21, 2016 Procurement Commission Meeting.

Comptroller Wilson presented the January 21, 2016 minutes for approval. Comptroller Wilson stated the minutes appeared to be in order and asked if there were any corrections or questions. Seeing none, Commissioner Oglesby made a motion to approve the minutes from the January 21, 2016 Procurement Commission meeting as presented. The motion was seconded by Comptroller Wilson; whereupon the minutes were approved.

III. Election of Procurement Commission Vice Chairperson.

Comptroller Wilson stated that this agenda item would be deferred to the next Procurement Commission meeting when all members were present.

New Business:

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

Comptroller Wilson asked Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to present the New Business agenda items.

(1) *Procurement Procedures Manual of the Central Procurement Office – Section 11.2 Service Contracts Coordinator Designation document*

Mr. Krivacka summarized the following points with regard to the *Procurement Procedures Manual of the Central Procurement Office – Section 11.2 Service Contracts Coordinator Designation document*:

- This document was a carry-over from the Office of Contract Review (“OCR”) and no longer serves a purpose.
- The information the document provides is duplicative. Under Central Procurement Office (“CPO”) Rules, each State Agency is required to establish an annual contract management plan that includes information about the specific staff positions and resources that will be assigned to contract management (Rule 0690-03-01-.27). Because the information provided by this document is duplicative, the Service Contracts Coordinator Designation document is no longer needed.

Comptroller Wilson asked if the request was to simply delete an old form and Mr. Krivacka indicated that was correct.

A motion was made by Comptroller Wilson to approve the *Procurement Procedures Manual of the Central Procurement Office – Section 11.2 Service Contracts Coordinator Designation document* as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

(2) *Procurement Procedures Manual of the Central Procurement Office:*

- a. Section 5.4.7. Exceptions from Requisitions for Purchase – Direct Purchase Orders
- b. Section 6.4.2.1. Description of Informal Purchase
- c. Website Reference Updates

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

- This item is related to the End-to-End process goal to reduce procurement cycle time.
- Approximately 25% of all Purchase Orders (“POs”) could bypass the Requisition process and that should result in significant time savings.

Comptroller Wilson stated that agenda item (2) *Procurement Procedures Manual of the Central Procurement Office* had three subsections with subsection a. Section 5.4.7. Exceptions from Requisitions for Purchase – Direct Purchase Orders being the most important. Comptroller Wilson asked for clarification that the Direct Purchase Order proposal was being made to

eliminate duplication of work in the procurement process. Mr. Krivacka confirmed and stated that for approximately 25% of all Purchase Orders created the creation of a Requisition added no value and was a duplication of effort. Seeing no other questions or comments, Comptroller Wilson made a motion to approve the *Procurement Procedures Manual of the Central Procurement Office: Section 5.4.7. Exceptions from Requisitions for Purchase – Direct Purchase Orders; Section 6.4.2.1. Description of Informal Purchase; Website Reference Updates* as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

(3) Rule Exception Request for the Delegated Authority (“DA”) and Delegated Grant Authority (“DG”) Templates

Mr. Krivacka summarized the following points with regard to the Rule Exception Request for the Delegated Authority (“DA”) and Delegated Grant Authority (“DG”) Templates:

- The Rule Exception Request (“RER”) was revised to include a line item for the maximum liability for a single procurement/grant.
- This request came from the Comptroller’s office and will aid in the review process of the RER to know what the maximum liability of each single procurement/grant will be.

Commissioner Oglesby commented that this item was very appropriate. Seeing no other questions or comments, Comptroller Wilson made a motion to approve the Rule Exception Request for the Delegated Authority (“DA”) and Delegated Grant Authority (“DG”) Templates as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

(4) Term of Contract for the FA Template, Governmental Grant (“GG”) Template, and GR Template

Mr. Krivacka summarized the following points with regard to the Term of Contract for the FA Template, Governmental Grant (“GG”) Template, and GR Template:

- Optional language was added to section B., “Term of Contract” to include a specific end date style option to the FA, GR, and GG templates.
- The current template language includes a number of months:

 (“shall be effective on DATE (“Effective Date”) and extend for a period of number (#) months after the Effective Date (“Term”))
- The term of contract is already stated in the contract cover sheet and other places in Edison but Agencies requested this change and indicated that it would make it easier for them to manage their contracts.

Comptroller Wilson asked if this change was to add a date certain as the contract end date and Mr. Krivacka indicated it was. Seeing no other questions or comments, Comptroller Wilson made a motion to approve the Term of Contract for the FA Template, Governmental Grant (“GG”) Template, and GR Template as presented. The motion was seconded by Commissioner Oglesby; whereupon the item was approved.

(5) Attestation re: Personnel used in Contract Performance

Mr. Krivacka summarized the following points with regard to the Attestation re: Personnel used in Contract Performance:

- In a continuing effort to reduce the use of sensitive information, the attestation was revised to replace the Federal Employer Identification Number ("FEIN") or social security number with the Edison Vendor ID Number.
- CPO rules do not require that the State have the FEIN or social security number and the Edison Vendor ID is not sensitive or private information.

Comptroller Wilson asked if the Federal Employer Identification Number ("FEIN") or social security number was still available in other places. Mr. Krivacka responded that the FEIN or social security number would still be available in Edison and other places but there would be no public access to the sensitive information.

Seeing no other questions or comments, Comptroller Wilson made a motion to approve Attestation re: Personnel used in Contract Performance as presented. Commissioner Oglesby seconded the motion; whereupon the item was approved.

(6) Central Procurement Office Policy Number 2015-010, *Statewide Purchasing Card Policy and Procedures*

Mr. Krivacka summarized the following points with regard to Central Procurement Office Policy Number 2015-010, *Statewide Purchasing Card Policy and Procedures*:

- This proposed change is a follow up to the P-Card policy change adopted on 1-21-16. This change would allow each State Agency Fiscal Director to establish up to two (2) alternate designated State Agency Central Fiscal Office P-Cards with a Single Transaction Limit of up to the fifty thousand dollar (\$50,000) maximum. Currently the *Statewide Purchasing Card Policy and Procedures* allows for one (1) Central Fiscal Office P-Card. The alternate State Agency Central Fiscal Office P-Cards are to be used in the absence of the State Agency Fiscal Director.

Comptroller Wilson stated that he believed the Policy Review Subcommittee had a considerable amount of discussion regarding this agenda item. Comptroller Wilson further stated that COT is a little nervous about this item. Mr. Krivacka responded that each agency's internal P-Card procedures will include the name of the cardholder of each designated alternate P-Card, under what circumstances the designated alternate P-Cards will be used, and in what order the designated alternate P-Cards will be used. Comptroller Wilson stated that since the agency internal P-Card procedures must be reviewed and approved by COT any questions or concerns his office has can be resolved at that point.

With Mr. Krivacka's explanation, Comptroller Wilson made a motion to approve Central Procurement Office Policy Number 2015-010, *Statewide Purchasing Card Policy and Procedures* as presented. Commissioner Oglesby seconded the motion; whereupon the item was approved.

(7) Workers Compensation - Insurance Options Language

Mr. Krivacka summarized the following points with regard to Workers Compensation - Insurance Options Language:

- The previous workers' compensation language was confusing for potential respondents. This proposed revision removes the "or" and instead has two separate options (either \$1 million or statutory required limits). There are two optional provisions that can be added to a contract by the procurement professional. One is for those vendors for which the statutorily required limit is sufficient to protect against workers compensation claims and the other provision is for those vendors where \$1 million is desired by the State due to the risk of contractor employee injuries. The current statutory required limit for workers compensation is \$500,000.

Comptroller Wilson asked Mr. Krivacka if this was basically just changing the template and Mr. Krivacka indicated that Comptroller Wilson was correct. With that explanation, Comptroller Wilson made a motion to approve Workers Compensation - Insurance Options Language as presented. Commissioner Oglesby seconded the motion; whereupon the item was approved.

Mr. Krivacka stated that he would like to circle back to agenda Item 2 for a correction to the agenda packet. On page 17 of the agenda packet, the definition for "Direct Purchase Order" incorrectly references section 5.4.6 of the *Procurement Procedures Manual of the Central Procurement Office*. For the record, Mr. Krivacka stated that the correct reference is section 5.4.7 of the *Procurement Procedures Manual of the Central Procurement Office*. Mr. Krivacka added that Bryan Chriske with COT brought this inaccuracy to his attention.

Comptroller Wilson thanked Mr. Krivacka for correcting the record and moved to the next agenda item.

V. Reports:

Deputy Chief Procurement Officer Shannon Howell stated the following standard reports reflect activity since the last Procurement Commission meeting and are presented for Procurement Commission review and acknowledgement:

1) Certification Related Items

Ms. Howell stated that TRICOR had requested to decertify 1% milk as TRICOR is in the process of closing the Tennessee Cook/Chill operation effective 6/30/16.

2) Limitation of Liability

Ms. Howell stated that the Limitation of Liability report included two requests: the Department of Economic and Community Development, Administration of 10 rural development projects in West Tennessee; and TWRA for COTS System for the remote easy access license system. Ms. Howell stated that both requests were for one times the maximum liability amount.

Comptroller Wilson stated that his office had reviewed the Limitation of Liability requests and they appeared to be in order.

3) Correction of Errors

Ms. Howell reviewed the five requests to correct clerical errors as listed on the report.

Comptroller Wilson noted that there was no Memorandum of Understanding report for this period.

Comptroller Wilson stated that his office had reviewed the reports and they appeared to be in order. On behalf of the Procurement Commission Comptroller Wilson acknowledged receipt of all three reports and thanked Ms. Howell for the information.

VI. Other Business.

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

VII. Adjournment.

Seeing no other business to be heard, a motion to adjourn was made by Comptroller Wilson and seconded by Commissioner Oglesby; whereupon the March 24, 2016 Procurement Commission meeting was adjourned.

**REQUEST FOR QUALIFICATIONS (RFQ)
AND REQUEST FOR PROPOSALS (RFP)
TEMPLATES –
STATEMENT OF CERTIFICATIONS AND
ASSURANCES**

REQUEST: Revise the Statement of Certifications and Assurances, included in substantially similar formats in the RFP and RFQ Templates, to remove the line item requesting the Respondent's FEIN or SSN.

RFP Template language:

RFP ATTACHMENT 6.1.

RFP # NUMBER STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

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 RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply 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 knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, 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 this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

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.

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:

LEGAL ENTITY NAME:

EDISON DOCUMENT NAMING CONVENTION MODEL

NEW

Edison Document Naming Convention Model Instructions

The purpose of creating and implementing this naming convention is to standardize the method of naming and locating all contract documents in Edison. Doing this will benefit everyone that touches Edison contracts by making all documents easily accessible and grouped by category when sorting contract documents. **THE USE OF THIS NAMING CONVENTION IS NOT MANDATORY AND WILL NOT RESULT IN THE DENIAL OF ANY APPROVAL IF THE AGENCY CHOOSES NOT TO USE IT.** However, this is one of many efforts currently being taken to improve the review and approval time of contracts in both the Central Procurement Office and the Comptroller's Office. Following this naming convention will allow for the grouping of all documents related to any given phase of the procurement or contracting process, making it easier to identify the documents needed in the review and approval process. Please see the instructions below.

- 1) Please use the column titled "Copy as start of document title in Edison" as the example for what document titles should look like when uploading documents to Edison contracts.
- 2) When Approving Documents in Edison, enter the title of the document being approved in the approval comments section. This will allow for all approval documents to be clearly identified.

<u>Phase number</u>	<u>Phase name</u>	<u>Document name and abbreviation</u>	<u>Abbreviation</u>	<u>Copy as start of document title in Edison</u>
0	Request forms	Special Contract Request -SCR	SCR -	0 SCR -
0	Request forms	eHealth Support Request - eHealthReq	HEALTH - # -	0 HEALTH - # -
0	Request forms	HR Support Request - HR.Reg	HR - # -	0 HR - # -
0	Request forms	Limitation of Liability Request - LimReq	LOL - # -	0 LOL - # -
0	Request forms	OIR Pre-Approval Endorsement Request - OIR.Reg	OIR -# -	0 OIR -# -
0	Request forms	Rule Exception Request - RER	RER - # -	0 RER - # -
1	Solicitation Phase	RFP Release Notice - RFP.Release	Release -	1 Release -
1	Solicitation Phase	Solicitation Development Conflict of Interest Disclosure - SolicitDev	COID -	1 COID -
1	Solicitation Phase	Informal Purchases Model - IPM	IPM -	1 IPM -
1	Solicitation Phase	Request for Information - RFI	RFI -	1 RFI -
1	Solicitation Phase	Request for Proposal - RFP	RFP -	1 RFP -
1	Solicitation Phase	Request for Qualification - RFQ	RFQ -	1 RFQ -
1	Solicitation Phase	RFP Amendment - Amend #	RFP-# -	1 RFP-# -
1	Solicitation Phase	RFQ Amendment - Amend #	RFQ-# -	1 RFQ-# -
1	Solicitation Phase	Small Purchases Model - SPM	SPM -	1 SPM -
1	Solicitation Phase	Solicitation Cancellation Request - CancelSolicitationReq	Cancel -	1 Cancel -
2	Evaluation Phase	Notice of Intent to Award Model - NOIA	NOIA -	2 NOIA -
2	Evaluation Phase	Solicitation Evaluation Confidentiality & Conflict of Interest Disclosure - SolicitEval	Eval -	2 Eval -
2	Evaluation Phase	Solicitation evaluation documents - Eval.doc_ <i>description</i>	Eval - <i>Description</i> -	2 Eval - <i>Description</i> -
3	Negotiations	Best and Final Offer - BAFO (every respondent should be part of this doc)	BAFO -	3 BAFO -
3	Negotiations	Negotiations of terms and conditions	T&C -	3 T&C -
3	Negotiations	Target Pricing - TgtPrice (every respondent should be part of this doc)	TRGT -	3 TRGT -
4	Contract Phase	Agency Legal Certification Model - ALC	ALC -	4 ALC -
4	Contract Phase	Change Order - CO_ <i>date</i>	CO-DATE -	4 CO-DATE -
4	Contract Phase	Contract - Fee For Service	FA -	4 FA -
4	Contract Phase	Contract - Invitation to Bid	ITB -	4 ITB -
4	Contract Phase	Contract Amendment Request - AmendReq	AMD - # -	4 AMD - # -
4	Contract Phase	Memorandum of Understanding	MOU -	4 MOU -
4	Contract Phase	Agency Legal Certification Model - ALC	TERM -	4 TERM -

4 Contract Phase Contract w TN local or federal gov entity - GU
 4 Contract Phase Contract w U.S. Geological Service - GU-USGS
 4 Contract Phase Interagency Contract - IA
 4 Contract Phase No Cost Contract - NC
 4 Contract Phase No Cost Contract w TN local or federal gov entity - GU-NC
 4 Contract Phase One Time Purchase Orders - PO_date
 4 Contract Phase Payment Bond - PayBond_date
 4 Contract Phase Performance Bond - PerfBond_date
 4 Contract Phase Renewal or Extension Request
 4 Contract Phase Revenue Contract - RV
 4 Contract Phase Small Agency Certification - SAC
 4 Contract Phase Statement of Work - SOW_date
 4 Contract Phase TN Local or Federal Gov Revenue Contract - GU-RV
 5 Grant Agency Legal Certification Model - ALC
 5 Grant Endowment Grant - GE
 5 Grant Grant Amendment - Amend #
 5 Grant Grant contract w governmental entity - GG
 5 Grant Grant contract w non governmental entity - GR
 5 Grant Interagency grant agreement - IG
 6 Delegation Agency Legal Certification Model - ALC
 6 Delegation Delegated Authority - DA
 6 Delegation Delegated Authority Amendment - Amend #
 6 Delegation Delegated Grant Authority - DG
 6 Delegation Delegated Loan Authority - DL
 6 Delegation Special Delegated Authority for a Declared Disaster - TEMA DA
 6 Delegation T&C's for POs Issued Under a Delegated Authority -
 7 Security Business Associate Agreement - BAA_contractor or subcontractor name
 7 Security Edison Approval History
 8 Protest Protest - Appeal document - Protestor Name -#
 8 Protest Protest - Chancery Court document - Protestor Name -#
 8 Protest Protest - Chief Procurement Officer Decision - Protestor Name
 8 Protest Protest Bond - Protestor Name
 8 Protest Protest Bond Exception request - Protestor Name
 8 Protest Protest Notice - Protestor Name
 8 Protest Protest support document - Protestor Name - #
 9 Edison Management Edison Record Reset Request

GU - 4 GU -
 USGS - 4 USGS -
 IA - 4 IA -
 NC - 4 NC -
 GU-NC - 4 GU-NC -
 1TPO - 4 1TPO -
 PAY Bond-DATE - 4 PAY Bond-DATE -
 PERF Bond -DATE - 4 PERF Bond -DATE -
 EXT-# - 4 EXT-# -
 RV - 4 RV -
 SAC - 4 SAC -
 SOW-DATE - 4 SOW-DATE -
 GU-RV - 4 GU-RV -
 ALC - 5 ALC -
 GE - 5 GE -
 AMD-# - 5 AMD-# -
 GG - 5 GG -
 GR - 5 GR -
 IG - 5 IG -
 ALC - 6 ALC -
 DA - 6 DA -
 AMD-# - 6 AMD-# -
 DG - 6 DG -
 DL - 6 DL -
 TEMA - 6 TEMA -
 T&C - 6 T&C -
 BAA - 7 BAA -
 Approval - 7 Approval -
 Protest - Appeal doc - Protestor Name -# - 8 Protest - Appeal doc - Protestor Name -# -
 Protest - Court - Protestor Name -# - 8 Protest - Court - Protestor Name -# -
 Protest - CPO Decision - Protestor Name - 8 Protest - CPO Decision - Protestor Name -
 Protest Bond - Protestor Name - 8 Protest Bond - Protestor Name -
 Protest Bond Excpt - Protestor Name - 8 Protest Bond Excpt - Protestor Name -
 Protest Notice - Protestor Name - 8 Protest Notice - Protestor Name -
 Protest support - Protestor Name - # - 8 Protest support - Protestor Name - # -
 Reset -# - 9 Reset -# -

FA TEMPLATE

REVISED INSTRUCTIONS TO INCLUDE LIQUIDATED DAMAGES REQUEST

REQUEST: Add a new “Liquidated Damages Request” document and document reference to the *Procurement Procedures Manual of the Central Procurement Office* at section 11.2. Revise the FA Template instructions to the liquidated damages optional contract clause as follows:

Option: Liquidated Damages

The incorporation of the *pro forma* Liquidated Damages language below will require an approved Liquidated Damages Request. Deviations from this language shall be on a case-by-case basis and shall require an approved Rule Exception Request. In order to be enforceable, any liquidated damages amount must be a reasonable estimate of potential damages. If unsure whether the Section is appropriate, consult the CPO legal team.

E.#. Liquidated Damages. If <insert description of event giving rise to liquidated damages> occurs, (“Liquidated Damages Event”), the State may assess damages on Contractor (“Liquidated Damages”). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor’s failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Reference and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

**LIQUIDATED DAMAGES REQUEST
DOCUMENT**

NEW

Liquidated Damages Request

An approved Liquidated Damages Request is required if a Liquidated Damages provision is included in a contract. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	
1. Contracting Agency	
2. Solicitation or Contract #	
3. Requestor Contact Information – name, e-mail address & telephone #	
4. Goods or Services Description <i>brief summary only– do NOT restate the proposed scope of service</i>	
5. Complete the table below, deleting or adding additional Liquidated Damages Events as necessary. In lieu of completing the fields below, the requestor may also include the details requested below on a separate document attached to this completed request.	
Liquidated Damages Event # 1 <i>Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)</i>	
Liquidated Damages Amount <i>Enter assessed monetary amount if requirement above (the Liquidated Damages Event) is not met (e.g., one thousand dollars (\$1,000.00) for each day beyond the deadline that any service deliverable is not completed).</i>	
Method used to estimate the Liquidated Damages Amount <i>Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event above.</i>	
Liquidated Damages Event # 2	
Liquidated Damages Amount	

Request Tracking #	
Method used to estimate the Liquidated Damages Amount	
Signature of Agency head, authorized designee, or Agency Legal Counsel, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	

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

**SECTION 11.2 – GENERAL
INFORMATION**

REQUEST: Revise section 11.2. of the *Procurement Procedures Manual of the Central Procurement Office* as follows:

11.2. *General Information.*

Procurement professionals should utilize applicable templates and models when drafting procurement documents generated outside of the *Edison* system. When applicable, the templates must be utilized and deviations from the templates shall require an approved Rule Exception Request by oversight examiners. When a Rule Exception Request is not applicable, a written explanation for the deviation shall be provided by the agency head. The models are intended to be used as helpful guides or minimum standards that may be modified as needed. All documents are available on the State Intranet website <http://intranet.state.tn.us/generalserv/cpo/model.html>. Procurement professionals should refer to the intranet site frequently to ensure that the most up-to-date template is being utilized and submitted for requisite approvals.

The Intranet website, models, and templates cited herein are incorporated by reference into this Procurement Procedures Manual as though set forth verbatim herein, and the below listing of available templates and models are for informational purposes only. Links to these templates and models are set forth below. Each of these templates and models is self-explanatory. All questions regarding use of these templates and models should be directed to Central Procurement Office staff. Any and all changes or modifications thereto are subject to review and recommendation by the Advisory Council and approval by the Procurement Commission.

● **APPROVAL REQUESTS**

- Click-wrap Approval Request
- Amendment Request
- Contract Termination Request
- eHealth Pre-Approval Endorsement Request (for service involving Medical/Mental Health-Related Professional, Pharmaceutical, Laboratory or Imaging)
- HR Pre-Approval Endorsement Request (for service involving State Employee Training, except that pursuant to an IT system contract, service relating to the employment of current or prospective State employees)
- Limitation of Liability Request
- STS Pre-Approval Endorsement Request (for service involving Information Technology)

- Rule Exception Request (Deviations from template language that are not specifically permitted by relevant regulations or instructions require an approved written exception. The properly completed request must be signed and dated by the contracting agency head (or authorized signatory) and submitted to the CPO. If approved, the CPO will return the documentation that contracting staff must later submit along with procurement documents for approval)
 - Rule Exception Request for the DA or DG Templates
 - Solicitation Cancellation Request
 - Special Contract Request
 - Liquidated Damages Request
- **SOLICITATION TEMPLATES, MODELS & RELATED DOCUMENTS**
 - Small Purchases Model
 - Informal Purchases Model
 - Request for Information (RFI) Model
 - Request for Qualifications (RFQ) Template
 - RFP & Related Documents:
 - Request for Proposals (RFP) Standard Template
 - RFP Amendment Template
 - RFP Evaluation Notice Model
 - RFP Process Protest Bond Model
 - RFP Release Notice Model
 - Solicitation Development Conflict of Interest Disclosure Model
 - Solicitation Evaluation Confidentiality and Conflict of Interest Disclosure Model
- **CONTRACT TEMPLATES**
 - Contract Amendment Template (requiring State expenditures, no-cost, or revenue)
 - Contract Templates Requiring State Expenditures (by contractor type):
 - All Contractors (except a TN or federal government) (FA)
 - Tennessee Local or Federal Government (GU)
 - U.S. Geological Survey (GU-USGS)
 - No Cost Contract Templates (by contractor type):
 - All Contractors (except a TN or federal government) (NC)
 - Tennessee Local or Federal Government (GU-NC)
 - Revenue Contract Templates (by contractor type):
 - All Contractors (except a TN or federal government) (RV)
 - Tennessee Local or Federal Government (GU-RV)

- **GRANT TEMPLATES**
 - Grant Amendment Template (Cost-Reimbursement or Endowment Grant)
 - Cost-Reimbursement Grant Templates (by grantee type):
 - All Grantees (except a TN or federal government) (GR)
 - Tennessee Local or Federal Government (GG)
 - Endowment Grant (GE) Template

- **INTERAGENCY MODELS**
 - Interagency Agreement (IA) Model
 - Interagency Grant Agreement (IG) Model

- **DELEGATED AUTHORITY TEMPLATES**
 - Delegated Authority Amendment Template
 - Authorization to Vendor Delegated Purchase Authority (DPAV) Template
 - Delegated Grant Authority (DG) Template
 - Delegated Loan Authority (DL) Template
 - Delegated No Cost Contract Authority (DN) Template
 - Delegated Purchase Authority (DP) Template
 - Delegated Purchase Authority for Court Reporting Service (DPCR) Template
 - Delegated Revenue Contract Authority (DR) Template
 - Special Delegated Authority for Funding Award (DA) Template
 - Special Delegated Authority for Declared Disaster (TEMA use only) Template

- **OTHER GENERAL MODELS & ADMINISTRATIVE DOCUMENTS**
 - Conflict of Interest – Annual Attestations
 - Contract Approval – Agency Legal Certification Model
 - Contract Approval – Small Agency Certification
 - Edison Record Status Reset Request
 - Edison Document Naming Convention Model
 - Employer/Employee Analysis Guidelines
 - HIPAA Business Associate Agreement Example
 - “Notwithstanding” Language
 - Signature Certification & Authorization

**GOVERNMENTAL GRANT (GG) AND
GR TEMPLATES –
B#. OPTIONAL FEDERAL PRE-AWARD
AUTHORITY LANGUAGE**

NEW

REQUEST: Add additional optional language to the GR and GG Templates for agencies whose Federal Grant Program operates under the federal preaward authority system

Option: Federal Preaward Authority System

If the Grantor State Agency operates under the federal preaward authority system, change the designation of the paragraph under B. to B.1., and add the B.#. term below. Consult the relevant federal regulations to determine the correct date on which the Grantor's federal preaward authority commences. Insert that date in at section B.#(f). If the Grantor State Agency elects to use this term, the Grantor State Agency must attach to the Contract a document signed by the Grantor State Agency legal counsel certifying that the Grantor State Agency is lawfully exercising legitimate federal preaward authority.

- B.#.** Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is [insert date here].

**DEBARMENT AND SUSPENSION
LANGUAGE - REVISED IN VARIOUS
TEMPLATES AND MODELS**

REQUEST: Revise the Debarment and Suspension contract language, which is included in substantially similar formats in the FA Template, GU Model, NC Model, Endowment Grant, RV Model, GR Template, GG Template, and document configurator as follows:

##. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them 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;
- 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

***PROCUREMENT PROCEDURES
MANUAL OF THE CENTRAL
PROCUREMENT OFFICE –
SECTION 8.4.4., CONTINUING DUTY TO
DISCLOSE***

REQUEST: **Revise section 8.4.4. of the *Procurement Procedures Manual of the Central Procurement Office* as follows:**

Proposed Language:

8.4.4. Continuing Duty to Disclose.

Respondents, or Vendors to whom a contract has been awarded must provide immediate written notice to the State if at any time the Respondent or Vendor learns that it has failed to disclose information that its principals, affiliates or subcontractors are any of the following:

- excluded or disqualified from contracting with the State, local governments within the State, states other than Tennessee, local governments in a state other than Tennessee, or the federal government;
- debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- convicted of, or had a civil judgment rendered against them 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.
- indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above;
- have had one or more public transactions (federal, state, or local) terminated for cause or default.

FA TEMPLATE – INSURANCE PROVISION

REQUEST: Insert language into the FA Template allowing for the consideration of umbrella insurance policies to supplement underlying insurance policies that do not meet the established minimum insurance requirements.

Insurance Options

Select up to four (4) insurance options below. In the event that one of the insurance options is appropriate, insert the six (6) paragraphs immediately below before inserting the desired insurance option or options.

The insurance coverage amounts below represent only a default level of coverage. These requirements work for a wide variety of procurements; however, certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (Examples: heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (Examples: internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “**written amount** Dollars (\$**NUMBER AMOUNT**).”

D.#. Insurance. Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance’s expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance (“TDCI”) and signed by an authorized representative of the insurer. The COI shall list each insurer’s national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor’s failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor’s letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers’ compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor’s policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers’ compensation (employer liability) and professional liability (errors and

omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

Option 1: Commercial General Liability Insurance

Add the following if the Contractor will: (1) provide services to the State; or (2) deliver goods on State property.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors,

contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

Option 2a: Workers' Compensation and Employer Liability Insurance – Primary Option

Add the following if the Contractor will provide services to the State. All contractors who provide services to the State must have a workers' compensation and employer liability insurance policy *unless* the contractor is statutorily exempt or self-insured. Consider the risk of each contract (value, type of services or work provided). Option 2b should only be used where the risk of the Contractor Employee injury is low. If an agency has any questions concerning the risks involved please contact the CPO Risk Manager.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

Option 2b: Workers' Compensation and Employer Liability Insurance – Low Risk Option

b. Workers' Compensation and Employer Liability Insurance

- 3) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes.

- 4) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

Option 3: Automobile Liability Insurance

Add the following if the Contractor will use a vehicle when providing goods or services under the Contract.

D.#.

c. Automobile Liability Insurance

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

Option 4: Professional Liability Insurance

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

D.#.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis. This coverage

may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;

- 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 two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

**GR TEMPLATE –
INSURANCE PROVISION**

REQUEST: Insert language in the GR Template allowing for the consideration of umbrella insurance policies to supplement underlying insurance policies that do not meet the established minimum insurance requirements and remove language requiring “all states coverage” for Workers’ Compensation/Employer’s Liability policies. Substantially similar language can also be found in the GE Model.

Insurance

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

- E.#.** Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.
- a. The Grantee shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater;
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence; and
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- a. The Grantee shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Grantee shall obtain from Grantee's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.
- b. To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate). If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

**REQUEST FOR QUALIFICATIONS (RFQ)
AND REQUEST FOR PROPOSALS (RFP)
TEMPLATES**

**SECTION A., MANDATORY
REQUIREMENT ITEMS**

REQUEST: Revise the template and optional sections regarding Section A – Mandatory Requirement Items of the RFQ and RFP Templates, which are used to determine Respondents’ financial responsibility.

RFQ Template:

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.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		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).	
	A.1.	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.	
	A.2.	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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.3.	<p>Provide any additional information that may assist the State in determining that Respondent possesses the financial ability to carry out this contract for the entire term. Examples include, but are not limited to, current audited financial statements, current bank reference letters indicating account in good standing, current credit references from vendors in which you have done business with, official credit bureau reports, current letters indicating bonding capacity, etc.</p> <p>If the State lacks the information necessary to make such a determination, the Respondent may be deemed to lack the financial responsibility to perform. The State reserves the right to require any additional information that it may reasonably need to make a sound decision regarding financial ability to perform or to condition contract award on a respondent obtaining other evidence of financial ability to perform.</p>	
	A. #.	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

Optional Language:

ATTACHMENT A: TECHNICAL RESPONSE & EVALUATION GUIDE

Option: A.3. Delete and replace with other options to determine financial responsibility or revise this requirement as appropriate.

Option: Bank Reference

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to specifically ask for bank references as evidence of Respondents’ financial responsibility.

	A.#	Provide a current bank reference indicating that the Respondent’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
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Option: Credit References

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to specifically ask for credit references as evidence of respondents' financial responsibility.

	A.#	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
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Option: Letter from an Accredited Credit Bureau

Add the following row to the RFQ Attachment A table (after the model items) if the contracting agency chooses to specifically ask for a letter from an accredited credit bureau as evidence of Respondents' financial responsibility.

	A.#	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
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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.

	A.#	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. 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.	
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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>A.# Provide evidence of insurance coverage 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"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: <ul style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability; (REVISE AS APPROPRIATE TO MATCH PRO FORMA) (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim. (e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability. (f) To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, 	
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		<p>acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate). If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.</p>	
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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 \geq \$1,000,000.00 AND extraordinary effort to assure Respondent financial stability/responsibility is appropriate.

	A.#	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ 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. 	
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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.

	A.#	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.

	A.#	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.

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. 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.

The Solicitation Coordinator will review the response 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 Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et seq.</i>).	
		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 (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.2.	<p>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services 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.</p> <p>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.</p>	
	A.3.	<p>Provide any additional information that may assist the State in determining that you possess the financial ability to carry out this contract for the entire term. Examples include, but are not limited to, current audited financial statements, current bank reference letters indicating account in good standing, current credit references from vendors in which you have done business with, official credit bureau reports, current letters indicating bonding capacity, etc.</p> <p>If the State lacks the information necessary to make such a determination, the Respondent may be deemed to lack the financial responsibility to perform. The State reserves the right to require any additional information that it may reasonably need to make a sound decision regarding financial ability to perform or to condition contract award on a respondent obtaining other evidence of financial ability to perform.</p>	
	A.#.	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
	A.#.	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

Optional Text:

6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION A

Option: A.3. Delete and replace with other options to determine financial responsibility or revise this requirement as appropriate.

Option: Bank Reference

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) if the procuring agency chooses to specifically ask for bank references as evidence of respondents' financial responsibility.

	A.#	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
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Option: Credit References

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) if the procuring agency chooses to specifically ask for credit references as evidence of respondents' financial responsibility.

	A.#	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
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Option: Letter from an Accredited Credit Bureau

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) if the procuring agency chooses to specifically ask for a letter from an accredited credit bureau as evidence of respondents' financial responsibility.

	A.#	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
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Option: Certificate of Insurance.

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF a Certificate of Insurance is considered necessary evidence of contractor financial 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 RFP, the appropriate Insurance provision must be detailed in the *pro forma* contract. The insurance coverage requirements specified in both the RFP and the *pro forma* contract must be the same.)

	<p>A.#. Provide evidence of insurance coverage 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"> (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: <ul style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability; (REVISE AS APPROPRIATE TO MATCH PRO FORMA) (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim. (e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability. (f) To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an 	
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		umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate). If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.	
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Option: Audited Financial Statements.

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF the anticipated contract amount is \geq \$1,000,000.00 AND extraordinary effort to assure contractor financial responsibility is appropriate. Note: Audited Financial Statements may also be included as appropriate.

	A.#	<p>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"> (6) reflect an audit period for the most recent available fiscal year; (7) be prepared with all monetary amounts detailed in United States currency; (8) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (9) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (10) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. ▪ 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 that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed. 	
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Option: Audited Financial Statements – Line of Credit Option.

Privately held entities may not respond to a RFP if there is a risk that their audited financial statements will be available for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to this requirement could limit competition or involvement by privately held entities.

The procuring agency should weigh the impact of the financial statement requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of Respondents and whether a suitable alternative to a financial statement is available.

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**.

Contingent Requirement: Performance Bond Confirmation.

Add the following row to the RFP Attachment 6.2., Section A table ONLY IF a Performance Bond is proposed.

	A.#.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP 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 it is capable of being objectively determined on a "yes/no" basis. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Qualitative evaluation should not be required to determine whether the response was reasonable and adequate to satisfy each mandatory requirement.

Procuring agency staff may be asked to provide evidence that a proposed mandatory requirement is rationally related to the procurement goals.

To prevent unnecessary delays, submit evidence that supports the inclusion of a proposed mandatory requirement.

Add mandatory requirement items to the RFP Attachment 6.2., Section A table (after the template items) as appropriate.

**CERTIFICATION RELATED
DOCUMENTATION**



STATE OF TENNESSEE
PROCUREMENT COMMISSION
3rd Floor, William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
1. 741-1035 Fax (615) 741-0684

RE-CERTIFICATION

1. Item No. 763.32
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region 1 Headquarters, Knoxville, TN
Annual Price: \$60,311.88 or \$0.8246538 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

2. Item No. 763.B11
Service: Janitorial Services
Agency/Location: Tennessee Board of Regents
Tennessee Technical Center, 716 McMurry Blvd East, Hartsville, TN 37074
Annual Price: \$31,649.40 or \$1.8354 per square foot per year, no price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

3. Item No. 763.A66
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region IV Headquarters 300 Benchmark Road Jackson, TN
Annual Price: \$20,543.28 or \$9.8766 per hour, no price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

LARRY MARTIN, Chairman
Commissioner of Finance & Administration

JUSTIN P. WILSON
Comptroller of the Treasury

ROBERT E. OGLESBY
Commissioner of General Services

MIKE PERRY
Chief Procurement Officer

4. Item No. 763.A74
Service: Grounds Maintenance, Janitorial, & Event Services.
Agency/Location: Department of Environment & Conservation
Bicentennial Mall State Park, Nashville, TN
Annual Price: \$194,943.12 or
Grounds Maintenance: \$165,881.40 annually or \$13,823.45 per month.
Janitorial Services: \$29,061.72 annually or \$2,421.81 per month.
Event Services: Crew staffing \$10.52 per hour & Supervisory staffing \$14.57 per hour.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

5. Item No. 763.A143
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region II Regional Transportation Management Center
7500 Volkswagen Drive, Chattanooga, TN 37421
Annual Price: \$23,638.32 or \$.06874 per square foot, no price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

6. Item No. 763.21D
Service: Grounds Maintenance Services
Agency/Location: Department of Intellectual & Developmental Disabilities
Clover Bottom Developmental Center & Middle Tennessee Regional Health Office
275 Stewarts Ferry Pike, Nashville, TN
Annual Price:
Scheduled Services: \$173,242.80 or \$4,812.30 per cycle
Non-Scheduled Services (as needed): \$33,475.50 or 11.53 per hour
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 04/01/2016 – 03/31/2017

7. Item No. 763.A79
Service: Janitorial Services
Agency/Location: Tennessee Emergency Management Agency
803 North Concord Street, Knoxville, TN 37919
Annual Price: \$9,005.52 or \$0.90055 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 05/01/2016 – 04/30/2017

8. Item No. 763.A53
Service: Janitorial Services
Agency/Location: Tennessee Army National Guard
117th Regional Training Institute, Bldg 500 Smyrna, TN
Annual Price: \$29,362.80 annually or \$0.9200 per square foot.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 05/01/2016 – 04/30/2017

9. Item No. 763.36
Service: Incontinent Briefs & Pads
Agency/Location: Statewide
Annual Spend: \$244,120.98
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 05/01/2016 – 04/30/2017

10. Item No. 763.54
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region 3 Headquarters, 6601 Centennial Blvd., Nashville, TN
Annual Price: \$16,404.19 or \$1.8613 per square foot per year.
Price increase requested for additional labor to cover increased square footage.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 05/01/2016 – 04/30/2017

11. Item No. 763.A144
Service: Lawn Maintenance Services
Agency/Location: Department of Intellectual & Developmental Disabilities
Ruilmann Center, 293 Kirkpatrick Lake Road, Lebanon, TN.
Annual Price: \$7,828.67 annually or \$52.19 per acre
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 05/01/2016 – 04/30/2017

12. Item No. 763.20
Service: Operation & Maintenance of Rest Areas
Agency/Location: Tennessee Department of Transportation Rest Area Sites
Annual Price: \$3,951,735.24 or \$329,311.26 per month.
Price Increase requested on Edison Numbers: 1000136942 - 100036949
Price Decrease requested on Edison Number: 1000145863
The price decrease offsets the price increase, making the annual total the same.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

13. Item No. 763.A165
Service: Lawn Maintenance Services and Janitorial Services
Agency/Location: Lakeland Elementary School
10050 Oakseed LN, Lakeland, TN 38002
Annual Price:
Grounds Maintenance: \$ 15,762.91 or \$309.08 per cycle
Janitorial Service: \$120,008.08 or \$1.02 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

14. Item No. 763.A172
Service: Janitorial Services
Agency/Location: Tennessee Early Intervention System (TEIS)
2726 Island Home Boulevard
Knoxville TN, 37920
Annual Price: \$5,839.82 or \$1.6685 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

15. Item No. 763.A173
Service: Grounds Maintenance Services
Agency/Location: Department of Environment and Conservation
Cedars of Lebanon State Park, 328 Cedar Forest Road, Lebanon, TN 37090
Annual Price: \$29,777.40 or \$1,985.16 per cycle
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

16. Item No. 763.A148
Service: Janitorial Services
Agency/Location: Department of Safety
Giles County Scale Complex, I-65 North Bound Side Between Mile Marker 5 & 6
Nashville, TN 37210
Annual Price: \$8,798.52 or \$1.76 per square foot for daily services and \$3,970.92 or \$.79
per square foot for once a month deep cleaning services.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

17. Item No. 763.32
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation
Region 1 Headquarters, Regional Transportation Management Center, Knoxville, TN
Annual Price: \$20,023.44 or \$1.4501 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

18. Item No. 763.55
Service: Janitorial Services
Agency/Location: Department of Safety
I-40 Scale House Complex, Mile Marker 372, Knoxville, TN
Annual Price: \$7,232.28 or \$2.0664 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

19. Item No. 763.60a
Service: Lawn Maintenance Services
Agency/Location: Nashville State Technical Community College
120 White Bridge Road, Nashville, TN 37209-4515
Annual Price: \$30,101.90 or \$836.73 per cycle for mowing and weed eating and
\$1,250.00 per cycle for bush hog services.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

20. Item No. 763.24
Service: Janitorial & Day Porter Services
Agency/Location: Tennessee Army National Guard
Headquarters, Houston Barracks 3041 Sidco Drive, Nashville, TN
Annual Price: \$102,849.48 or \$0.60 per square foot for Nighttime Janitorial Services and
\$77,635.60 or \$0.45 per square foot for Day Porter Services
Price Increase requested for Day Porter Services
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

21. Item No. 763.A171
Service: Janitorial Services
Agency/Location: Department of Education West Tennessee School for the Deaf
100 Berryhill Drive, Jackson TN, 38301
Annual Price: \$7,111.22 or \$1.2546 per square foot
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 07/01/16 - 06/30/17

NEW CERTIFICATION

22. Item No. 763.A179
Service: Janitorial Services
Agency/Location: Department of Environment & Conservation
Bledsoe Creek State Park
400 Zieglers Fort Road, Gallatin, TN 37066
Annual Price: \$19,333.17 or \$14.88 per hour from March – November and \$13.42 per hour from December – February.
Certification Requested for Period of 04/01/2016 – 03/31/2017

DE-CERTIFICATION

23. Item No. 763.94
Service: Janitorial Services
Agency/Location: Department of Environment & Conservation
Bledsoe Creek State Park
400 Zieglers Fort Road, Gallatin, TN 37066
Annual Price: \$31,155.60 or \$3.00 per square foot from March – October and \$2.79 per square foot from November – February.
Satisfaction: No complaints have been filed.
De-Certification Requested for 03/31/2016

ADDENDUM TO CERTIFIED CONTRACT

24. Item No. 763.A177
Service: Continuous Forms & Snap Out Forms
Agency/Location: Statewide Contract
Annual Spend: \$854,015.62
Re-Certification Requested for Period of 11/01/15 - 10/31/16
Satisfaction: No complaints have been filed.
Addendum: Clarified quantity breaks and established a minimum order quantity.

LIMITATION OF LIABILITY REPORT

**Approved Limitation of Liability Requests
for the Time Period March 11, 2016 to May 31, 2016**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
33104-00116	16	6478	3/14/2016	APPROVED	3/14/2016	DATA TRANSMISSION AND INTERNET CONNECTIVITY AND VOICE SERVICES FOR EAST, MIDDLE AND WEST GRAND DIVISIONS	DEPARTMENT OF EDUCATION	CONTRACTOR'S LIABILITY FOR ALL CLAIMS UNDER CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO TWO (2) TIMES THE MAXIMUM LIABILITY AMOUNT	3/14/2016
34513-00117	16	6646	4/7/2016	APPROVED	4/7/2016	VOLUNTARY ACKNOWLEDGEMENTS OF PATERNITY FOR CHILD SUPPORT SERVICES	DEPARTMENT OF HUMAN SERVICES	DELETION OF SECTION 5 OF THE PURCHASE ORDER STANDARD TERM AND CONDITION SECTION ("LIMITATION OF VENDOR'S LIABILITY") IN CONNECTION WITH PURCHASE ORDERS ISSUED TO OBTAIN VOLUNTARY ACKNOWLEDGEMENTS OF PATERNITY	4/8/2016
33001-60116	16	6727	4/20/2016	APPROVED	4/20/2016	ANALYZING STATE TAX INCENTIVE INFORMATION AND COMPILING A COMPREHENSIVE REPORT	DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	CONTRACTOR'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MAXIMUM LIABILITY AMOUNT DETAILED IN SECTION C.1.	4/22/2016
34401-99063	16	6793	5/3/2016	APPROVED	5/4/2016	PROFESSIONAL SERVICES FROM MICROSOFT FOR CONSULTATION, DEVELOPMENT AND IMPLEMENTATION SERVICES FOR DIDD PROJECT TITAN	DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES	ESTIMATED LIABILITY IS NOW LIMITED TO THE AMOUNT ACTUALLY SPENT BY THE STATE UNDER THE SPECIFIC WORK ORDER	5/5/2016

CORRECTION OF ERRORS REPORT

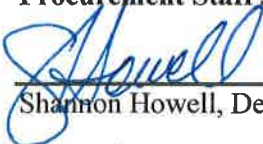
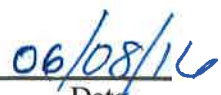

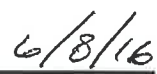

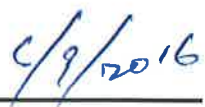
Request to correct clerical errors:

- (1) Change "RFP to RFQ" in the RFQ Template at section 4.6.4. (page 8).
- (2) Correct the spelling of the word "response" in the RFQ Template at section 3 title, "Response Requirements" (page iii).

Explanation of clerical errors:

- (1) Since this notice section is in the RFQ Template, the correct reference in this section is to the RFQ instead of a RFP.
- (2) "Response" is currently misspelled.

Procurement Staff signatures:

		
Shannon Howell, Deputy Chief Procurement Officer		Date
		
Buddy Lea, Assistant Commissioner of the Department of Finance & Administration		Date
		
Donald Ivancic, Legislative Procurement Compliance Manager, Comptroller of the Treasury		Date

MEMORANDUM OF UNDERSTANDING REPORT

Number	SWC # / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
58	387	MSP	Mike Leitzke	Knowledge Services	Temporary and Contract Staff Augmentation	3/7/2016	Executive Consultant: Ebola
59	387	MSP	Mike Leitzke	Knowledge Services	Temporary and Contract Staff Augmentation	3/7/2016	Psychiatrist II
60	387	MSP	Mike Leitzke	Knowledge Services	Temporary and Contract Staff Augmentation	3/7/2016	TDOC Security Guard
61	387	MSP	Mike Leitzke	Knowledge Services	Temporary and Contract Staff Augmentation	3/7/2016	TDOC International RN
62	387	MSP	Mike Leitzke	Knowledge Services	Temporary and Contract Staff Augmentation	3/31/2016	Director of EmPower TN
63	36239	Facilities Management Services	Chris Romaine	Jones Lang LaSalle Americas Inc	Facilities Management Services	11/12/2015	JLL will not receive credit for EmPower projects
64	36240	Facilities Management Services	Chris Romaine	Jones Lang LaSalle Americas Inc	Facilities Management Services	3/22/2016	Updated list of facilities