



AGENDA
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #041
THURSDAY, MARCH 7, 2019, 2:00 P.M.
TN TOWER - 3RD FLOOR, NASHVILLE ROOM

AGENDA ITEM	PAGE #
I. Call to Order	--
II. Approve Minutes from October 24, 2018 Meeting..... (see attached documentation)	4
III. New Business Proposed revisions to the following Central Procurement Office documents (see attached documentation):	
(1) Department of Revenue Registration	13
(2) <i>Procurement Procedures Manual of the CPO</i> , Sections 4.1., 5.4.6., and 5.4.7 ...	19
(3) <i>Procurement Procedures Manual of the CPO</i> , Section 5.1.1	26
(4) Policy Number 2013-006, <i>Delegation of Authority Policy</i> , Section 4.....	34
(5) Delegated Grant Authority ("DGA") Template	38
(6) Rule Exception Request for the DA or DGA templates – AGSPRS version	52
(7) Rule Exception Request for the DA or DGA templates – Edison version.....	58
(8) Rule Exception Request – AGSPRS version	64
(9) Rule Exception Request – Edison version	68
(10) STS Pre-Approval Endorsement Request	74
(11) A.2. Definitions	80
(12) B.#. Renewal Options	82
(13) Family Educational Rights and Privacy Act ("FERPA") contract term.....	84
(14) Confidentiality of Records and Personally Identifiable Information contract terms.....	90
(15) Contractor Hosted Services Requirements contract term.....	96
(16) Force Majeure and State and Federal Compliance contract terms.....	100
(17) State of Tennessee Administrative Fee contract term.....	104
(18) Tennessee Contractor License and Purchase of Materials for Highways or Roadways, Invitation to Bid terms.....	108
(19) RFP and RFQ - Page Limit Removal.....	112

AGENDA ITEM	PAGE #
(20) Interagency Agreement ("IA") Model and Interagency Agreement – Grant Model ("IG") Instructions.....	116
(21) Grant Contract (GR) Template and Endowment Grant Model – Section E.#. Insurance.....	120
(22) D.27. State Interest in Equipment or Motor Vehicles.....	138
(23) C.5. Invoice Requirement Instructions, GR and GG Templates.....	145
(24) TDOT – Optional E.#. Grant Templates.....	149
IV. Other Business	--
V. Adjournment	--

**MINUTES OF OCTOBER 24, 2018
MEETING**



MINUTES
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #040
TUESDAY, OCTOBER 24 – 1:30 P.M.
TN TOWER – 3rd FLOOR – NASHVILLE ROOM

Members in Attendance:

Mike Perry, Buddy Lea, Jason Mumpower, Summer Carr, Ted Hayden

Others in Attendance:

Bryan Chriske, Paul Krivacka, Alex Komisar, Jenny Young, Elle Lipinski, Shannon Howell, Randy Dean, Jennifer Pfeiffer, Don Ivancic, Robin Hipes

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

II. Announcement: Mr. Perry announced that Bryan Chriske was designated by Comptroller Wilson to represent the Comptroller's Office in the event Jason Mumpower needs to leave the meeting.

III. Minutes from the August 28, 2018 Meeting: Mr. Perry asked if there were any corrections or additions to the minutes from the August 28, 2018 meeting. Seeing none, a motion was made by Mr. Buddy Lea, Assistant Commissioner, Department of Finance and Administration to accept the minutes as presented. The motion was seconded by Mr. Ted Hayden, Executive Director of Compliance, State of Tennessee Real Estate Asset Management. All members voted in favor – none opposed.

IV. New Business:

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

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

(1) Endowment Grant Contract Cover Sheet

Mr. Krivacka summarized the following points with regard to the Endowment Grant Contract Cover Sheet proposal:

- The Endowment Grant Contract Cover Sheet will add a new row to the cover sheet to include the public chapter, bill number, section, and item number. This will provide additional guidance to the agencies as to when an Endowment Grant is appropriate.
- This proposal was recommended by COT

Seeing no discussion on agenda item (1), Jason Mumpower, Chief of Staff, Comptroller's Office, made a motion to recommend the Endowment Grant Contract Cover Sheet proposal as presented to the Procurement Commission for approval. The motion was seconded by Ms. Summer Carr, Assistant General Counsel, Department of Economic and Community Development. All members voted in favor – none opposed.

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

(2) Delegated Grant Authority ("DGA") Cover Sheet

Mr. Krivacka summarized the following point with regard to the Delegated Grant Authority ("DGA") Cover Sheet proposal:

- This proposal will update the second row of the Cover Sheet change from "Last possible End Date of authorized grant contracts" to "Last possible Start Date of authorized grant contracts."
- Since an approved DGA may remain in force for a maximum period of twelve (12) months, the last possible start date should be no later than 12 months after the Begin Date of the Delegated Grant Authority, unless there is an approved Rule Exception Request.

Seeing no further discussion, Mr. Lee made a motion to recommend agenda item (2) Delegated Grant Authority ("DGA") Cover Sheet proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Mumpower. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to agenda item (3):

(3) Grant ("GR") and Governmental Grant ("GG") Contract Template's – Optional Section E.#., Equal Opportunity Clause

Mr. Krivacka summarized the following points with regards to the Grant ("GR") and Governmental Grant ("GG") Contract Template's – Optional Section E.#., Equal Opportunity Clause proposal:

- 41 C.F.R. § 60-1.4 requires the equal opportunity clause in grant contracts.
- The current GR and GG instructions have two Equal Opportunity clauses with a different header but the same contractual language. One of general applicability and another for Federally Assisted Construction Contracts.
- This proposal will consolidate these two terms into one term "as applicable".
- This proposal will promote clarity and reduce ambiguity.

Seeing no discussion on agenda item (3), Mr. Mumpower made a motion to recommend Grant ("GR") and Governmental Grant ("GG") Contract Template's – Optional Section E.#., Equal

Opportunity Clause proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

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

(4) Rule Exception Request (“RER”)

Mr. Krivacka presented the following points with regard to the Rule Exception Request (“RER”) proposal:

- This proposal will add a new question #9, to the Rule Exception Request (“RER”) requesting the “Scope of Goods or Services Caption”.
- This proposal will help provide contractual context to the RER for oversight examiners.
- This proposal will be especially helpful in those cases where the RER is submitted before there is an Edison Contract# so that the contract specifics can be retrieved.

Seeing no discussion on agenda item (4), Mr. Hayden made a motion to recommend Rule Exception Request (“RER”) proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

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

(5) Special Contract Request (“SCR”)

Mr. Krivacka presented the following points with regard to the Special Contract Request (“SCR”) proposal:

- This proposal will add clarifying language as to when the HR pre-approval endorsement is required.
- The proposal will prescribe when Human Resources Pre-Approval Endorsement Request is necessary – i.e., contracts with an individual; state employee training; or services related to the employment of current or prospective state employees.

Seeing no further discussion on agenda item (5), Mr. Lea made a motion to recommend Special Contract Request (“SCR”) proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Mumpower. All members voted in favor – none opposed.

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

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

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

- This proposal revises the RFP Template by harmonizing the RFP Template sections that address changes by respondents to the *pro forma* contract. The use of this language requires approval by CPO Legal.

- This proposal harmonizes the Response & Respondent Prohibitions and Contract Award Process sections to provide instructions to respondents as to the procedure used when redlines to the pro forma will be considered by the CPO.

Mr. Lea requested clarification that this was for use by CPO only and not for use by other agencies. Mr. Krivacka confirmed and stated that statutorily only the CPO can negotiate contracts and all pricing. So it will only be used when CPO does procurement, another agency cannot use this same language when it does procurement.

Seeing no discussion on agenda item (6), Mr. Mumpower made a motion to recommend RFP Template – Alternate Language if Redlines Allowed – CPO USE ONLY - NEW proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (7):

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

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

- Make the State Agency responsible for actively monitoring the Contracting Party's performance including ensuring that the goods or services received are equal in quality and quantity to those requisitioned or ordered; The State Agency will also be responsible for submitting formal vendor complaints.
- When deciding whether or not a renewal or extension should be exercised, procurement professionals will be required to consider any changes in the State Agency's needs or the marketplace and the Contracting Party's performance.
- This proposal will also further clarify who is able to use a SWC.

Mr. Lea asked if the change is a mandate or merely gives CPO permission. Mr. Krivacka confirmed and stated that Edison does not have the functionality to support a vendor rating system at this time. This proposal is also requesting changes that further clarify who is able to use a statewide contract. The prior language was somewhat vague, but now it more closely tracks the statute. Mr. Perry explained that Edison has some functionality that's not been used, so the CPO is exploring how Edison can be enhanced to meet CPO needs in the future.

Seeing no discussion on agenda item (7), Mr. Lea made a motion to recommend *Contract Management Policy and Procedures, Policy Number 2013-004* proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Hayden. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (8):

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

Mr. Krivacka presented the following points with regard to the *Business Conduct and Ethics Policy and Procedures, Policy Number 2013 - 009* proposal:

- Section 9. Site Visits – this proposal will delete the requirement that the respondent seek reimbursement for site visit costs from the State.
- This proposal also updates the section regarding annual conflicts and disclosures by CPO Personnel; under this proposal, CPO Personnel will follow the annual conflicts and disclosure policies of DGS.
- This proposal will also add a reference to the Policy at Attachment A - Solicitation Development and Attachment B2 - Solicitation Evaluation

Mr. Lea asked to clarify on the signing of the conflict of interest by someone in the CPO's office as a DGS employee, as they normally do, is intended to cover their activities under the CPO. Mr. Krivacka agreed stating it was under the annual disclosure requirement.

Mr. Krivacka gave background to place this proposal in context. The CPO began as a quasi-administratively attached entity to the Department of General Services. The CPO had a number of independent policies and practices. As time went on, the relationship between the CPO and the Department of General Services evolved to the point where some of those independent policies and practices were combined or supplanted by department-wide policies and practices. Since that time, the CPO has tried to conform its policies and practices to the department-wide policies and practices.

Seeing no further discussion on agenda item (8), Mr. Lea made a motion to recommend *Business Conduct and Ethics Policy and Procedures*, Policy Number 2013- 009 proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Mumpower. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (9):

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

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

- Item 9 deals with the proposed change to the No Cost Contract ("NC"). Currently it's a model; this proposal is to make the No Cost Contract a template. There have been many cases where State Agencies failed to include mandatory provisions in the No Cost Contract In an effort to gain greater control over the quality of these No Cost Contracts the CPO is proposing to make all No Cost Contract "templates" as opposed to "models", which will require an approved Rule Exception Request ("RER") to change them.
- There's language for Hold Harmless moved to Mandatory. Under the NC model, Hold Harmless language was not mandatory, it was discretionary.
- Insurance has also been added to the proposed NC template. There have been several changes made to bring the proposed NC template more in line with the terminology that is place for the FA template.

Seeing no discussion on agenda item (9), Mr. Mumpower made a motion to recommend No Cost Contract Template ("NC") proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Lea. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (10):

(10) Governing Law Contract Term

Mr. Krivacka presented the following points with regard to the Governing Law Contract Term proposal:

- This proposal will modify the existing governing law provision of the FA template.
- The change will now provide “this contract shall be governed by and construed in accordance to the laws of the State of Tennessee *without regard to its conflict or choice of law rules*” (emphasis added).
- This proposal will also correct the TCA reference from section 9-8-407 to 9-8-408

Seeing no discussion on agenda item (10), Mr. Lea made a motion to recommend the proposed Governing Law Contract Term proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Hayden. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (11):

(11) Hold Harmless Contract Term

Mr. Krivacka presented the following points with regard to the Hold Harmless Contract Term proposal:

- This proposal will modify the existing template language in pertinent part: The Contractor, or Grantee, further agrees it shall be liable for the reasonable cost of attorneys’ fees, court costs, and other litigation expenses for the State to enforce the terms of this Contract.

Mr. Lea asked whether the template language contained Hold Harmless language in the grant contract. Mr. Krivacka responded that the grant templates contained hold harmless language. This language merely clarifies the litigation expenses, e.g., attorney’s fees, court costs, and other litigation expenses, for which a counterparty is responsible. Mr. Lea noted that those expenses can become pretty substantial. Mr. Krivacka agreed and stated that as Mr. Hayden correctly pointed out during one of our meetings that some of the greatest expenses are often times expert fees.

Seeing no discussion on agenda item (11), Mr. Hayden made a motion to recommend Hold Harmless Contract Term proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Mumpower. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (12):

(12) State Furnished Property Contract Term

Mr. Krivacka presented the following points with regard to the State Furnished Property

Contract Term proposal:

- This proposal will change the existing language from “reasonable” wear and tear to “ordinary” wear and tear.
- The proposed template language will now provide in pertinent part “upon termination of this contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear.”

Seeing no discussion on agenda item (12), Mr. Mumpower made a motion to recommend State Furnished Property Contract Term proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Hayden. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (13):

(13) Fee for Goods or Services Contract Template (“FA”) – Section D.32 – Insurance Options - NEW

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

- This proposal will add additional optional language for:
 - Technology Professional Liability (Errors & Omissions) / Cyber Liability Insurance - This type of coverage is included if the contractor will have access to or be involved in the collection of confidential, privilege and sensitive personally identifiable information.
 - Crime Insurance – This type of coverage is included when adding Cyber Liability Insurance coverage to protect exposure from crimes related to data theft, breach, fraudulent impersonation and social engineering.
 - Sexual Abuse and Molestation Insurance – This type of insurance coverage is included when the contractor has duties involving minors, persons with disabilities or senior adults. For example, the contractor is involved in a child day care center, healthcare facility or a nursing home.
 - Aviation Premises Liability Insurance – This type of coverage is included in those situations where the contract involves an aircraft. Hangerkeeper’s Liability Insurance - This type of coverage is included when adding Aviation Premises Liability coverage to protect the aircraft while docketed in a hangar space

Mr. Lea asked that if these additions, according to a risk manager, reflect best practices in the market place that is why we are adding them. Mr. Krivacka confirmed. He has been consulting with Aon, he’s also had an opportunity, being with our office for several months now, that he’s identified these as areas where our insurance provisions could be better.

Seeing no discussion on agenda item (13), Mr. Lea made a motion to recommend Fee for Goods or Services Contract Template (“FA”) – Section D.32 – Insurance Options - NEW proposal as presented to the Procurement Commission for approval. The motion was seconded by Mr. Mumpower. All members voted in favor – none opposed.

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

Adjournment: Seeing no other business, a motion for adjournment was made by Mr. Lea and seconded by Mr. Mumpower. All members voted in favor – none opposed; whereupon the October 24, 2018 Advisory Council meeting was adjourned.

**DEPARTMENT OF REVENUE
REGISTRATION**

REDLINE

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

Solicitation Language:

Request for Qualifications (RFQ) Template:

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

- 4.4.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.4.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.4.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

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

Request for Proposals (RFP) Template:

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. ~~For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.~~

To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/> /#1

Invitation to Bid:

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

<https://tntap.tn.gov/eservices/> /

**DEPARTMENT OF REVENUE
REGISTRATION**

CLEAN

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

Solicitation Language:

Request for Qualifications (RFQ) Template:

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

- 4.4.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.4.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.4.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.4.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

Request for Proposals (RFP) Template:

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

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

Invitation to Bid:

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

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

REDLINE

Formatted: Header

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

4.1. Definitions.

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

5.4.6. Requisitions for Purchase.

To request procurement action by the Central Procurement Office, a Requisition for Purchase is required. Please note that a Requisition for Purchase may be required in other contexts, e.g., when buying from a Statewide Contract. A Requisition for Purchase is in Edison must be used in if any of the following apply:

Formatted: Font color: Auto

- The purchase techniques, by way of example only, utilizes TN SmartShop,
- A requisition for The purchase may be used by a State utilizes Inventory Auto-Replenishment in the Edison Inventory module.
- The Agency to request is requesting the Central Procurement Office to procure purchase a one-time purchase of a given good or service needed by the State that is not otherwise available under an existing contract.
- The Agency is requesting the Central Procurement Office to establish a new Contract (unless the new Contract will result from a solicitation sent outside of Edison and with a pro forma contract attached e.g., through a Request for Proposals),
- A requisition to establish a Delegated Purchase Authority may be used to request a delegation of direct purchase authority to a State Agency to purchase specific goods or services for certain dollar amounts utilizing approved procurement methods.

Formatted: List Paragraph, Right: 0.5", Bulleted + Level: 1 + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: List Paragraph, Right: 0.5", Bulleted + Level: 1 + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font color: Auto

- The purchase is for a Capital Project or related item.
- All requisitions for purchase require quantity, description, and costs. One-time purchases require the specific quantity to be purchased and detailed item

Formatted: Normal, Indent: Left: 0.5", Right: 0.5", No bullets or numbering

Formatted: Footer

Formatted: Header

descriptions. Agency Term Contracts with direct purchase authority and Delegated ~~Purchase~~ Authority must state the goods or services to be procured, the term of the contract, the estimated usage, and dollar amounts. When requested by the Central Procurement Office, a State Agency shall provide information and statistics to support or clarify estimates for purchases and to verify use of goods or services by the State Agency. ~~All requests for Delegated Purchase Authority require a written explanation or justification of the request and prior approval of the Chief Procurement Officer.~~

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.5", Right: 0.5"

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

Formatted: Indent: Left: 0"

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

Direct Purchase Orders are Purchase Orders that are created without first creating a Requisition for Purchase in Edison.

~~The Direct Purchase Order may be used for Contracts with funds identified by the Agency to pay the Contractor or Grantee, such as with Delegated Authorities or Delegated Grant Authorities.~~

~~Unless a Requisition shall be used if any of the following apply:~~

- ~~• The purchase requires External Approvals. In addition to the approvals is required in pcr section 5.45.3., External Approvals may also be required by:
 - ~~○ Finance and Administration, Budget~~
 - ~~○ Finance and Administration, Strategic Technology Services (IT products and services)~~
 - ~~○ Department of Human Resources (training and staffing)~~
 - ~~○ TDEC Hospitality Purchases~~
 - ~~○ Department of General Services, Printing—Printing equipment and services~~
 - ~~○ Department of General Services, Postal—Printing equipment and services~~
 - ~~○ Department of General Services, CPO—Radio equipment~~~~
- ~~• The purchase is made using a Special Request;~~
- ~~• The purchase utilizes TN SmartShop;~~

Formatted: Footer

- ~~The purchase utilizes the Edison Inventory module; and~~
- ~~The purchase 4.6. above, then an Agency has the discretion to determine whether the Requisition or Direct Purchase Order process is a request to establish a new Contract.~~

better suited for their internal business needs,

Formatted: Header

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.5"

Formatted: Footer

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

CLEAN

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

4.1. *Definitions.*

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

5.4.6. *Requisitions for Purchase.*

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

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

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

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

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

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

PROCUREMENT PROCEDURES
MANUAL OF THE CPO, SECTION 5.1.1

REDLINE

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

5.1.1. Electronic Signatures and Approvals

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

For Requisitions:

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

- Level 1 (\$.01 to \$10,000)
- Level 2 (\$10,000.01 to \$50,000)
- Level 3 (over \$50,000)
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Assets
- Finance and Administration—Strategic Technology Solutions
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services Printing
- Department of General Services Postal
- Department of General Services—Central Procurement Office

For Purchase Orders:

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

- Level 1 (\$.01 to \$10,000)
- Level 2 (\$10,000.01 to \$50,000)
- Level 3 (over \$50,000)
 - By the State Agency P-Card Approver when P-Card is present
 - Finance and Administration—Strategic Technology Solutions
 - Finance and Administration—Budget
 - Department of Human Resources
 - Department of General Services Printing
 - Department of General Services Postal
 - Department of General Services—Central Procurement Office
 - Finance and Administration—Assets
 - Department of General Services—Central Procurement Office
 - Comptroller of the Treasury

For Contracts:

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

- Level 1
- Level 2
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury

- Department of General Services—Central Procurement Office’s Final Approval

For Strategic Sourcing Events:

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

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

***PROCUREMENT PROCEDURES
MANUAL OF THE CPO, SECTION 5.1.1***

CLEAN

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

5.1.1. Electronic Signatures and Approvals

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

For Requisitions:

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

- Level 1 (\$.01 to \$10,000)
- Level 2 (\$10,000.01 to \$50,000)
- Level 3 (over \$50,000)
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Assets
- Finance and Administration—Strategic Technology Solutions
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services Printing
- Department of General Services Postal
- Department of General Services—Central Procurement Office

For Purchase Orders:

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

- Level 1 (\$.01 to \$10,000)
- Level 2 (\$10,000.01 to \$50,000)
- Level 3 (over \$50,000)
- By the State Agency P-Card Approver when P-Card is present
- Finance and Administration—Strategic Technology Solutions
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services Printing
- Department of General Services Postal
- Department of General Services—Central Procurement Office
- Finance and Administration—Assets
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury

For Contracts:

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

- Level 1
- Level 2
- Finance and Administration—Budget
- Department of Human Resources
- Department of General Services—Central Procurement Office
- Comptroller of the Treasury

- Department of General Services—Central Procurement Office’s Final Approval

For Strategic Sourcing Events:

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

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

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

REDLINE

REQUEST: Revise section 4 of Policy Number 2013-006 as follows:

4. Delegated Authority - Generally.

In no event shall a State Agency initiate a purchase, contract, grant contract, or loan agreement under a delegated authority until the Chief Procurement Officer and Comptroller of the Treasury approve the delegated authority application. An approved delegated authority application shall remain in force and effect for no more than twelve (12) months unless an approved Rule Exception Request is obtained using the Rule Exception Request for the DA or DGA templates document. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not require a rule exception request, unless there are changes requested by the State Agency to the pro forma or underlying contract template. Amendments to a delegated authority must use the Delegated Authority Amendment Model prescribed by the Central Procurement Office and must be approved by the Chief Procurement Officer and the Comptroller of the Treasury. An approved delegated authority application may be revoked at any time if the Delegated State Agency fails to comply with State or federal law, or with Central Procurement Office rules, policies, and procedures.

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

CLEAN

REQUEST: Revise section 4 of *Policy Number 2013-006* as follows:

4. Delegated Authority - Generally.

In no event shall a State Agency initiate a purchase, contract, grant contract, or loan agreement under a delegated authority until the Chief Procurement Officer and Comptroller of the Treasury approve the delegated authority application. An approved delegated authority application shall remain in force and effect for no more than twelve (12) months unless an approved Rule Exception Request is obtained using the Rule Exception Request for the DA or DGA template. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not require a rule exception request, unless there are changes requested by the State Agency to the pro forma or underlying contract template. Amendments to a delegated authority must use the Delegated Authority Amendment Model prescribed by the Central Procurement Office and must be approved by the Chief Procurement Officer and the Comptroller of the Treasury. An approved delegated authority application may be revoked at any time if the Delegated State Agency fails to comply with State or federal law, or with Central Procurement Office rules, policies, and procedures.

**DELEGATED GRANT AUTHORITY
("DGA") TEMPLATE**

REDLINE

REQUEST: Revise the Delegated Grant Authority Template as follows:

DELEGATED GRANT AUTHORITY (DGA) TEMPLATE

This template prescribes the format and content for the Delegated Grant Authority application (“DGA”). Procurement professionals should use this template to request authority to execute grant contracts for an individual program without additional, individual, independent approval. An approved DGA may remain in force and effect for a maximum period of twelve (12) months.

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

To request a delegation period in excess of twelve (12) months **that does NOT exclusively involve federal funds** or any other modifications to this template other than those identified in the instructions, procurement professionals must use the Rule Exception Request for the DA or DGA templates document.

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

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

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

COVER SHEET

Complete summary cover sheet fields as indicated within the template.

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

Funding amounts by fiscal year and funding source with row and column totals;
contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years & all sources of funding)

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

APPROVALS

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

- a PDF copy of any necessary RERs

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



DELEGATED GRANT AUTHORITY

Agency Tracking #	Edison ID	Begin Date	End Date		
Edison ID of prior, similar DGA (if any)		Last possible Start Date of authorized grant contracts			
Service Caption					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
TOTAL:					
Each grant contract will establish the following type of relationship:				<input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> CONTRACTOR	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – DGA</i>	
Speed Chart (optional)		Account Code (optional)			

DELEGATED GRANT AUTHORITY

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

Grantor State Agency:	Agency Name
Service Caption:	Program Identification
A. What will be the maximum number of individual grant contracts?	Number
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA’s end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DGA templates is obtained.	Number months
C. <u>What is the justification to extend the DGA in excess of twelve (12) months?</u> Please only complete if the Delegation is exclusively federally funded and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification. <input type="checkbox"/> Please check this box if there are no restrictions in the federal notice of award on the use of funds beyond the first year of the grant. <u>Brief justification and an explanation of any restrictions HERE:</u>	
DC. What will be the maximum amount of an individual grant contract? This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.	\$ Amount
ED. What is the maximum liability of the Delegated Grant Authority?	\$ Amount
FE. GRANTOR STATE AGENCY DECLARATION:	
<ol style="list-style-type: none"> 1. Each of the following is true and applicable: <ol style="list-style-type: none"> a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical. 2. The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create. 3. The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1. 4. The Grantor State Agency will draft each grant contract with the exact “scope of services” detailed in Attachment 2, and in compliance with the form and content 	

Grantor State Agency:	Agency Name
Service Caption:	Program Identification
<p>required by the appropriate grant contract templates and models in effect at the time that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy.</p> <ol style="list-style-type: none"> 5. The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority: <ol style="list-style-type: none"> a) Has sufficient funds budgeted and available; b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements; c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17; d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State. 6. The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority. 7. The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials. 8. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER"). <p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.</p>	
<p style="text-align: center;">Grantor Agency Head Name & Title Date</p>	

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

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

Detailed grantee selection and grant contract amount determination procedures

EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT

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

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

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

**DELEGATED GRANT AUTHORITY
("DGA") TEMPLATE**

CLEAN

REQUEST: Revise the Delegated Grant Authority Template as follows:

DELEGATED GRANT AUTHORITY (DGA) TEMPLATE

This template prescribes the format and content for the Delegated Grant Authority application (“DGA”). Procurement professionals should use this template to request authority to execute grant contracts for an individual program without additional, individual, independent approval. An approved DGA may remain in force and effect for a maximum period of twelve (12) months.

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

To request a delegation period in excess of twelve (12) months that does NOT exclusively involve federal funds or any other modifications to this template other than those identified in the instructions, procurement professionals must use the Rule Exception Request for the DA or DGA templates document.

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

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

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

COVER SHEET

Complete summary cover sheet fields as indicated within the template.

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

Funding amounts by fiscal year and funding source with row and column totals;
contract maximum liability MUST equal the sum of the TOTAL Contract Amount column (i.e., the grand total amount for all fiscal years & all sources of funding)

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

APPROVALS

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

- a PDF copy of any necessary RERs

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



DELEGATED GRANT AUTHORITY

Agency Tracking #	Edison ID	Begin Date	End Date
Edison ID of prior, similar DGA (if any)		Last possible Start Date of authorized grant contracts	

Service Caption

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
TOTAL:					

Each grant contract will establish the following type of relationship: **SUBRECIPIENT** **CONTRACTOR**

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

CPO USE – DGA

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

DELEGATED GRANT AUTHORITY

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

Grantor State Agency:	Agency Name	
Service Caption:	Program Identification	
A. What will be the maximum number of individual grant contracts?	Number	
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA’s end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DGA templates is obtained.	Number months	
<p>C. What is the justification to extend the DGA in excess of twelve (12) months? Please only complete if the Delegation is exclusively federally funded and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification.</p> <p><input type="checkbox"/> Please check this box if there are no restrictions in the federal notice of award on the use of funds beyond the first year of the grant.</p> <p>Brief justification and an explanation of any restrictions HERE:</p>		
D. What will be the maximum amount of an individual grant contract? This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.	\$ Amount	
E. What is the maximum liability of the Delegated Grant Authority?	\$ Amount	
<p>F. GRANTOR STATE AGENCY DECLARATION:</p> <p>1. Each of the following is true and applicable:</p> <p style="margin-left: 20px;">a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and</p> <p style="margin-left: 20px;">b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical.</p> <p>2. The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create.</p> <p>3. The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1.</p> <p>4. The Grantor State Agency will draft each grant contract with the exact “scope of services” detailed in Attachment 2, and in compliance with the form and content required by the appropriate grant contract templates and models in effect at the time</p>		

Grantor State Agency:	Agency Name
Service Caption:	Program Identification
<p>that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy.</p> <ol style="list-style-type: none"> 5. The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority: <ol style="list-style-type: none"> a) Has sufficient funds budgeted and available; b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements; c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17; d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State. 6. The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority. 7. The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials. 8. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”). <p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.</p>	
<p style="text-align: center;">Grantor Agency Head Name & Title Date</p>	

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

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

Detailed grantee selection and grant contract amount determination procedures

EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT

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

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

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

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

REDLINE

REQUEST: Revise the Rule Exception Request document for the DA or DGA templates as follows:

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority (“DA”) Template or Delegated Grant Authority (“DGA”) Template, ~~any changes to contract templates underlying the DA or DGA~~, or to request a ~~delegation~~DGA of authority ~~NOT involving federal funds~~ that remains in force and effect for more than twelve (12) months. ~~If requesting a delegation period in excess of twelve (12) months because of the term of a federal award, attach supporting documentation of the federal award, which may include a hyperlink to the federal award information. A delegation~~DGA that contains **ONLY** federal funds ~~and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above.~~ Complete section ~~ten-eleven~~ (11) below only if requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds. Complete this document in conformity with Tenn. Comp. R. & Reg. 0690-03-01-.17 and send it in PDF format to: Agsprs.Agsprs@tn.gov. In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Delegation Type: (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Delegated Authority <input type="checkbox"/> Delegated Grant Authority
3.4. Delegation’s Effective Date	
4.5. Delegation’s end date	
5.6. Delegation’s Maximum Liability	\$
6.7. Maximum Liability for a single procurement/ grant	\$
7.8. Citation and explanation of the rule(s) for which the exception is requested	
8.9. Description of requested change(s) to the DA or DGA template	
9.10. Justification	

<p>10. If requesting a delegation period in excess of twelve (12) months, respond to the following:</p> <p>a. Describe the funding source and how it impacts the delegation period;</p> <p>b. What are the benefits of a delegation period in excess of twelve (12) months; and</p> <p>c. What are the risks if this request is not approved?</p> <p>d. _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>11. If requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve <u>is not exclusively</u> federal fundings, address the following:</p> <p>a. Provide a quarterly disbursement plan for the delegation period and attach it to this document; and</p> <p>b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.</p>	
<p>Signature of Agency head or designee and date</p>	

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

CLEAN

REQUEST: Revise the Rule Exception Request document for the DA or DGA templates as follows:

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority (“DA”) Template or Delegated Grant Authority (“DGA”) Template, any changes to contract templates underlying the DA or DGA, or to request a DGA NOT involving federal funds that remains in force and effect for more than twelve (12) months. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above. Complete section eleven (11) below only if requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds. Complete this document in conformity with Tenn. Comp. R. & Reg. 0690-03-01-.17 and send it in PDF format to: Agsprs.Agsprs@tn.gov. In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

<p>APPROVED</p> <hr style="border: 0.5px solid black;"/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr style="border: 0.5px solid black;"/> <p>COMPTROLLER OF THE TREASURY</p>
--	--

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

following:

- a. Provide a quarterly disbursement plan for the delegation period and attach it to this document; and**
- b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.**

Signature of Agency head or designee and date

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

REDLINE

REQUEST: Revise the Rule Exception Request document for the DA or DGA templates as follows:

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority (“DA”) Template or Delegated Grant Authority (“DGA”) Template, ~~any changes to contract templates underlying the DA or DGA~~, or to request a ~~delegationDGA of authority NOT involving federal funds~~ that remains in force and effect for more than twelve (12) months. ~~If requesting a delegation period in excess of twelve (12) months because of the term of a federal award, attach supporting documentation of the federal award, which may include a hyperlink to the federal award information. A delegationDGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above.~~ Complete section ~~ten-eleven (11)~~ below only if requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds. Complete this document in conformity with Tenn. Comp. R. & Reg. 0690-03-01-.17, which is available here. Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. ~~and send it in PDF format to: Agsprs.Agsprs@tn.gov.~~ In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

<p>APPROVED</p> <p><u>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</u></p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p><u>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</u></p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Delegation Type: (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Delegated Authority <input type="checkbox"/> Delegated Grant Authority
3.4. Delegation's Effective Date	
4.5. Delegation's end date	
5.6. Delegation's Maximum Liability	\$
6.7. Maximum Liability for a single procurement/ grant	\$
7.8. Citation and explanation of the rule(s) for which the exception is requested	
8.9. Description of requested change(s) to the DA or DGA template	

<p>9.10. _____ Justification</p>	
<p>10. If requesting a delegation period in excess of twelve (12) months, respond to the following:</p> <p>a. Describe the funding source and how it impacts the delegation period;</p> <p>b. What are the benefits of a delegation period in excess of twelve (12) months; and</p> <p>c. What are the risks if this request is not approved?</p> <p>d. _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>11. If requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve <u>is not exclusively</u> federal fundings, address the following:</p> <p>a. Provide a quarterly disbursement plan for the delegation period and attach it to this document; and</p> <p>b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.</p>	
<p>Signature of Agency head or designee and date</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p>	

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

CLEAN

REQUEST: Revise the Rule Exception Request document for the DA or DGA templates as follows:

Rule Exception Request for the DA or DGA templates

Use this document to request changes to the Delegated Authority (“DA”) Template or Delegated Grant Authority (“DGA”) Template, any changes to contract templates underlying the DA or DGA, or to request a DGA NOT involving federal funds that remains in force and effect for more than twelve (12) months. A DGA that contains ONLY federal funds and is in excess of twelve (12) months does not automatically require a rule exception request, unless there are changes to the delegation as described above. Complete section eleven (11) below only if requesting a delegation period in excess of twelve (12) months and the delegation does NOT involve federal funds. Complete this document in conformity with Tenn. Comp. R. & Reg. 0690-03-01-.17, which is available [here](https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. In accordance with Tenn. Comp. R. & Reg. 0690-03-01-.04, all proposed changes to the DA or DGA templates must be reviewed and approved by the Chief Procurement Officer and Comptroller of the Treasury.

<p>APPROVED</p> <p style="color: red; text-align: center;">[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p style="color: red; text-align: center;">[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
---	---

Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Delegation Type: (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Delegated Authority <input type="checkbox"/> Delegated Grant Authority
4. Delegation’s Effective Date	
5. Delegation’s end date	
6. Delegation’s Maximum Liability	\$
7. Maximum Liability for a single procurement/ grant	\$
8. Citation and explanation of the rule(s) for which the exception is requested	
9. Description of requested change(s) to the DA or DGA template	
10. Justification	

11. If requesting a delegation period in excess of twelve (12) months and the delegation is not exclusively federal funding, address the following:

- a. Provide a quarterly disbursement plan for the delegation period and attach it to this document; and**
- b. Explain the internal controls and monitoring procedures that will be used to avoid exceeding or amending the Maximum Liability.**

Signature of Agency head or designee and date

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

RULE EXCEPTION REQUEST – AGSPRS VERSION

REDLINE

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprrs.Agsprsr@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: **If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates.** Also, any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

APPROVED

CHIEF PROCUREMENT OFFICER

APPROVED

COMPTROLLER OF THE TREASURY

Formatted: Field Code Changed

Formatted: Border: Bottom: (No border)

Formatted: Font color: Red

Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract -- for contracts involving Grants <input type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input type="checkbox"/> Standard -- Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
3.4. Contractor or Grantee	
4.5. Contract's Effective Date	
5.6. Contract or grant contract's Term (with ALL options to extend exercised)	months
6.7. Contract's Maximum Liability (with ALL options to extend exercised)	\$
7.8. Citation and explanation of the rule(s) for which the exception is requested	
8.9. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	
9.10. Scope of Goods or Services Caption:	
10.11. Justification	
Signature of Agency head or designee and date	

Formatted: Font: Not Bold

Formatted: Indent: Left: 0", Hanging: 0.18"

**RULE EXCEPTION REQUEST – AGSPRS
VERSION**

CLEAN

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprrs.Agsprsr@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
--	--

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

RULE EXCEPTION REQUEST – EDISON VERSION

REDLINE

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). **Send-Upload** the completed document **and route for approvals by selecting the appropriate RER e-Form in Edison.** For additional guidance, please see the [e-Forms Job Aid available online at the following: https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html](#). in PDF-format to: AgSprs-Agsprs@tn.gov – All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: **If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates.** Also, aAny change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

APPROVED

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

CHIEF PROCUREMENT OFFICER

APPROVED

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

Formatted: Field Code Changed

Formatted: Border: Bottom: (No border)

Formatted: Font color: Red

Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
3.4. Contractor or Grantee	
4.5. Contract's Effective Date	
5.6. Contract or grant contract's Term (with ALL options to extend exercised)	months
6.7. Contract's Maximum Liability (with ALL options to extend exercised)	\$
7.8. Citation and explanation of the rule(s) for which the exception is requested	
8.9. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	
9-10. Scope of Goods or Services Caption:	
10.11. Justification	
Signature of Agency head or designee and date	
[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]	

Formatted: Font: Not Bold

Formatted: Indent: Left: 0", Hanging: 0.18"

--

**RULE EXCEPTION REQUEST – EDISON
VERSION**

CLEAN

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>

<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>

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

--

**STS PRE-APPROVAL ENDORSEMENT
REQUEST**

REDLINE



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov
https://tn.servicenow.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097
For additional instructions please << INSERT HYPERLINK >>

FROM :
E-mail : _____

DATE :

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #

State Security Confidential Information Applicability

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

- Applicable
- Not Applicable

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

- Applicable
- Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

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

Applicable RFS #

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

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

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

**STS PRE-APPROVAL ENDORSEMENT
REQUEST**

CLEAN



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration

https://tn.service-now.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097

For additional instructions please << INSERT HYPERLINK >>

FROM :

E-mail : _____

DATE :

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #

State Security Confidential Information Applicability

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

- Applicable
- Not Applicable

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

- Applicable
- Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

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

Applicable RFS #

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

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

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

A.2. DEFINITIONS

NEW

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

Instructions, Considerations, and Options:

Option: Definitions

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

Pro Forma:

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

a.

B.#. RENEWAL OPTIONS

NEW

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

Option: Term Renewal Additional Option

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

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

Option: Term Renewal Additional Option

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

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

**FAMILY EDUCATIONAL RIGHTS AND
PRIVACY ACT (“FERPA”) CONTRACT
TERM**

REDLINE

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

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

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

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

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

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

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

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

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

this Section shall survive the termination of this Grant Contract.

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

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

**FAMILY EDUCATIONAL RIGHTS AND
PRIVACY ACT (“FERPA”) CONTRACT
TERM**

CLEAN

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

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

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

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

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

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

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

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

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

this Section shall survive the termination of this Grant Contract.

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

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

**CONFIDENTIALITY OF RECORDS AND
PERSONALLY IDENTIFIABLE
INFORMATION CONTRACT TERMS**

REDLINE

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

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

Disclosure of Personally Identifiable Information

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

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

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

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

**CONFIDENTIALITY OF RECORDS AND
PERSONALLY IDENTIFIABLE
INFORMATION CONTRACT TERMS**

CLEAN

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

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

Disclosure of Personally Identifiable Information

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

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

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

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

CONTRACTOR HOSTED SERVICES REQUIREMENTS CONTRACT TERM

REDLINE

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

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

Option: Federal Risk and Authorization Management Program (“FedRAMP”)

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

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

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

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

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

CONTRACTOR HOSTED SERVICES REQUIREMENTS CONTRACT TERM

CLEAN

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

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

Option: Federal Risk and Authorization Management Program (“FedRAMP”)

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

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

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

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

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

**FORCE MAJEURE AND STATE AND
FEDERAL COMPLIANCE CONTRACT
TERMS**

REDLINE

Request: Revise in all applicable contract templates and models as follows:

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

**FORCE MAJEURE AND STATE AND
FEDERAL COMPLIANCE CONTRACT
TERMS**

CLEAN

Request: Revise in all applicable contract templates and models as follows:

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

**STATE OF TENNESSEE
ADMINISTRATIVE FEE CONTRACT
TERM**

REDLINE

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

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

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

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

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

**STATE OF TENNESSEE
ADMINISTRATIVE FEE CONTRACT
TERM**

CLEAN

REQUEST: Revise the “State of Tennessee Administrative Fee” contract term in the Configurator as follows:

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

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

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

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

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

REDLINE

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

Section 3 -- Standard Terms of the Solicitation

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

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

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

CLEAN

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

Section 3 -- Standard Terms of the Solicitation

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

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

RFP AND RFQ - PAGE LIMIT REMOVAL

REDLINE

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

Current RFP Template language:

3. RESPONSE REQUIREMENTS

3.1. Response Form

Option: Technical Response Page Limitation

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

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

~~Also, if page limitations will be a mandatory requirement, add the following row to the RFP Attachment 6.2., Section A table:~~

	A.#	Respondent's Technical Response must not exceed _____ pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit)	
--	----------------	--	--

Current language in the RFQ Template:

Option: Page Limitation

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

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

~~Option: Page Limitation.~~

~~Add the following row to the RFQ Attachment A table (in the grayed-out top area) if a page limitation was included in RFQ § 3.4., Response Prohibitions.~~

		The Technical Response must not exceed _____ pages in length;	
--	--	--	--

RFP AND RFQ - PAGE LIMIT REMOVAL

CLEAN

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

Current RFP Template language:

3. RESPONSE REQUIREMENTS

3.1. Response Form

Option: Technical Response Page Limitation

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

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

Current language in the RFQ Template:

Option: Page Limitation

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

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

**INTERAGENCY AGREEMENT (“IA”)
MODEL AND INTERAGENCY
AGREEMENT – GRANT MODEL (“IG”)
INSTRUCTIONS**

REDLINE

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

Interagency Grant (IG) Model:

INTERAGENCY AGREEMENT – GRANT MODEL

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

Formatted: Font color: Auto
Formatted: Font color: Auto

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

Interagency Agreement (IA) Model:

INTERAGENCY AGREEMENT (IA) MODEL

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

Formatted: Font color: Auto

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

**INTERAGENCY AGREEMENT (“IA”)
MODEL AND INTERAGENCY
AGREEMENT – GRANT MODEL (“IG”)
INSTRUCTIONS**

CLEAN

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

Interagency Grant (IG) Model:

INTERAGENCY AGREEMENT – GRANT MODEL

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

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

Interagency Agreement (IA) Model:

INTERAGENCY AGREEMENT (IA) MODEL

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

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

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

REDLINE

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

Grant Contract (“GR”) Template:

Insurance

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

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

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

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

- i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
 - 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
 - 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

Option 2: Professional Liability Insurance

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

- d. Professional Liability Insurance
 - 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - 1) The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting"

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

- 2) Any professional liability insurance policy shall have a limit not less than **one million** dollars (\$1,000,000) per claim and **two million** dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million** (\$3,000,000) per claim and **three million** dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

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

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

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

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

Option 4: Crime Insurance

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

f. Crime Insurance

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

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

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

Option 5: Sexual Abuse and Molestation Insurance

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

g. Sexual Abuse and Molestation Insurance

- 1) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- 2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 4)3) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

Option 6: Low Risk Insurance for Independent Contractor Grantees

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

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

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

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

a. Automobile Liability Insurance

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

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

Endowment Grant ("GE") Contract Model

Insurance

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

E.#. Insurance.

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

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

a. Automobile Liability Insurance

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

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

b. Commercial General Liability ("CGL") Insurance

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

c. Workers' Compensation and Employer Liability Insurance

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

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

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

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

ii. The ContractorGrantee is a sole proprietor;

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

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

v. The ContractorGrantee is a state or local government; or The ContractorGrantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

d. Professional Liability Insurance

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

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

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

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

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

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

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

CLEAN

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

Grant Contract (“GR”) Template:

Insurance

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

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

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

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

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

c. Automobile Liability Insurance

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

Option 2: Professional Liability Insurance

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

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - 1) The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting"

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

- 2) Any professional liability insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **two million dollars (\$2,000,000)** in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million (\$3,000,000)** per claim and **three million dollars (\$3,000,000)** in the aggregate for medical malpractice insurance.

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

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

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

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than **ten million dollars (\$10,000,000)** and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

Option 4: Crime Insurance

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

f. Crime Insurance

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

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

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

Option 5: Sexual Abuse and Molestation Insurance

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

g. Sexual Abuse and Molestation Insurance

- 1) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- 2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

Option 6: Low Risk Insurance for Independent Contractor Grantees

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

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

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

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

a. Automobile Liability Insurance

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

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

Endowment Grant ("GE") Contract Model

Insurance

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

E.#. Insurance.

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

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

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

a. Automobile Liability Insurance

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

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

b. Commercial General Liability ("CGL") Insurance

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

c. Workers' Compensation and Employer Liability Insurance

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

- i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes.
 - 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- d. Professional Liability Insurance
 - i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - 1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - ii. Any professional liability insurance policy shall have a limit not less than **one million** dollars (\$1,000,000) per claim and **two million** dollars (\$2,000,000) in the aggregate; and
 - iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million** (\$3,000,000) per claim and **three million** dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

**D.27. STATE INTEREST IN EQUIPMENT
OR MOTOR VEHICLES**

REDLINE

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

State Interest in Equipment or Motor Vehicles

Attorney General staff have advised that the Grantor State Agency must file a UCC-1 or perfect in accordance with applicable law to the extent that it wishes to secure a security agreement and priority.

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

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

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

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

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

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

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

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

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

the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

**D.27. STATE INTEREST IN EQUIPMENT
OR MOTOR VEHICLES**

CLEAN

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

State Interest in Equipment or Motor Vehicles

Attorney General staff have advised that the Grantor State Agency must file a UCC-1 or perfect in accordance with applicable law to the extent that it wishes to secure a security agreement and priority.

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

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

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

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

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

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

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

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

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

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

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

REDLINE

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

Invoice Requirements

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

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

~~(revising the first sentence "no more often than monthly" requirement as necessary).~~

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

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

CLEAN

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

Invoice Requirements

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

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

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

**TDOT – OPTIONAL E.#. GRANT
TEMPLATES**

NEW

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

- E. #. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

TDOT Environmental Division, Highway Beautification Office

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

TDOT Long Range Planning Division

- E. #. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant Contract shall become the property of the State and shall be provided to the State upon request.
- E. #. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant Contract, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:
- This report was prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.*
- E. #. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.

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

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

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

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