



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

- AGENDA -

**PROCUREMENT COMMISSION MEETING #031**  
**THURSDAY, SEPTEMBER 20, 2018 – 2:00 P.M.**  
**TN TOWER, 3<sup>RD</sup> FLOOR, NASHVILLE ROOM**

Agenda Item	Page #
I. Call to Order	--
II. Approval of Minutes from June 21, 2018 Meeting (see attached documentation) .....	4
III. Consent Agenda Items:	
(1) STS Pre-Approval Endorsement Request .....	14
(2) Edison Configurator Term - Delivery .....	17
(3) Edison Configurator Term – Safety of Chemical Products.....	19
(4) Edison Configurator Term – Samples Required – NEW.....	21
(5) Edison Configurator Term – Samples Optional.....	23
(6) Grant (“GR”) and Governmental Grant (“GG”) Templates – Renumbering Sections.....	25
(7) Request for Proposal (“RFP”) Amendment Template – Section 2., The State’s Response to Written Questions & Comments Table .....	27
(8) Request for Proposal (“RFP”) and Request for Qualifications (“RFQ”) Template’s Response Format – Instructions and Font Color.....	29
IV. New Business:	
Proposed changes to the following Central Procurement Office documents (see attached documentation):	
(1) Fee for Goods or Services Contract (“FA”) Template and No Cost Contract (“NC”) for Contractors Model - Section E. #., Contractor Hosted Services Requirements and Confidential Data Options .....	34
(2) Grant (“GR”) and Governmental Grant (“GG”) Templates – Section E. #., Grantee Hosted Services Requirements and Confidential Data Options - NEW ..	41
(3) Contract Amendment Template Option – Effective Date Once Approved.....	48
(4) Grant (“GR”) and Governmental Grant (“GG”) Amendment Template Option – Effective Date Once Approved.....	53
(5) Delegated Authority (“DA”) Amendment Template Option – Effective Date Once Approved.....	58

**LARRY B. MARTIN, Chairman**  
 Commissioner of Finance & Administration

**JUSTIN P. WILSON**  
 Comptroller of the Treasury

**ROBERT E. OGLESBY**  
 Commissioner of General Services

**MICHAEL F. PERRY**  
 Chief Procurement Officer

<b>Agenda Item</b>		<b>Page #</b>
V.	Reports: (see attached documentation)	
	(1) Certification Related Items .....	<b>64</b>
	(2) Limitation of Liability.....	<b>71</b>
	(3) Memorandum of Understanding (MOU).....	<b>74</b>
VI.	Other Business	
	• Consent to Cancel October 18, 2018 Procurement Commission Meeting - next meeting would be November 15, 2018	--
VII.	Adjournment	--

**MINUTES OF JUNE 21, 2018  
MEETING**



**MINUTES**  
**PROCUREMENT COMMISSION MEETING #030**  
**THURSDAY, JUNE 21, 2018 – 2:00 P.M.**  
**TN TOWER, 3<sup>RD</sup> FLOOR, NASHVILLE ROOM**

**Members in Attendance:**

Justin P. Wilson, Comptroller of the Treasury; Robert E. Oglesby, Commissioner, Department of General Services; Mike Perry, Chief Procurement Officer

**Others in Attendance:**

Martita Payne, Eve Whittenburg, Paul Krivacka, Shannon Howell, Alex Komisar, Bryan Chriske, Veronica Peters, Cooper Gallimore, Jenny Young, Meryl Harris, Brandon Silby, Tim Drown, Luke Ashley, Buddy Lea, Don Ivancic

**I. Call to Order.**

Comptroller Wilson called the meeting to order and recognized that a quorum of Procurement Commission (“Commission”) members was present. Comptroller Wilson stated that Commissioner Martin was unable to attend the meeting but requested that the meeting proceed in his absence with Comptroller Wilson serving as Chair. Comptroller Wilson added that any controversial items or items that needed further discussion would be deferred to the next meeting.

**II. Minutes from the February 15, 2018 Procurement Commission Meeting.**

Comptroller Wilson presented the February 15, 2018, minutes for approval. He stated that the minutes seemed to be in order and had been reviewed by his office. Comptroller Wilson asked if there were any corrections or additions. Seeing none, Commissioner Oglesby made a motion to approve the minutes from the February 15, 2018, Procurement Commission meeting as presented. Comptroller Wilson seconded the motion; whereupon the minutes were approved.

**III. Consent Agenda Items.**

Comptroller Wilson asked Mr. Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, if he would like to speak with regards to the Consent Agenda items. Mr. Krivacka stated that as this was the first time the Procurement Commission has used the Consent Agenda, he asked if there were any

items that the Procurement Commission members would like to discuss. Comptroller Wilson stated that he has reviewed the Consent Agenda items and that they are appropriate for consent.

Comptroller Wilson made a motion to approve Consent Agenda items (1) through (5). Commissioner Oglesby seconded the motion; whereupon Consent Agenda items (1) through (5) were approved.

#### **VI. New Business:**

Mr. Krivacka stated that agenda items (1), (2), and (3) deal with automation and are very similar. Therefore, Mr. Krivacka asked that those three items be considered together if Commission members agreed. None opposed.

Mr. Krivacka then presented agenda items (1), (2), and (3):

##### (1) Rule Exception Request ("RER") Template

Mr. Krivacka summarized the following point with regard to the Rule Exception Request ("RER") Template proposal:

- The current Rule Exception Request ("RER") process is outside of Edison and is a manual process where a Rule Exception Request ("RER") request is downloaded to an email address and then manually work flowed for approval. This proposal will change that process as the CPO is very close to having a Rule Exception Request ("RER") process capable of being processed and work flowed within Edison.

##### (2) *Procurement Procedures Manual of the Central Procurement Office, Section 11.2., General Information*

Mr. Krivacka summarized the following point with regard to the *Procurement Procedures Manual of the Central Procurement Office, Section 11.2., General Information* proposal:

- This proposal will facilitate the new automation process for Rule Exception Request ("RER") approvals.

##### (3) Central Procurement Office Policy Number 2015-010 – *Statewide Purchasing Card Policy and Procedures*

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

- This proposal will update the P-Card procedures by automating the Rule Exception Request ("RER") process as this is currently done manually outside of Edison.

Comptroller Wilson stated that what this is making things electronic and utilizing Edison. Seeing no questions or comments, Comptroller Wilson made a motion to approve agenda items (1), (2), and (3) as presented. Commissioner Oglesby seconded the motion; whereupon the items were approved.

Mr. Krivacka stated that agenda items (4) through (12) are proposals that came from the Tennessee Department of Mental Health and Substance Abuse Services ("TDHSAS") and asked if agenda items (4) through (12) can be considered together if Commission members agreed. None opposed.

Mr. Krivacka then presented agenda items (4) through (12):

(4) Fee for Goods and Services Template ("FA") and No Cost Contract ("NC") for Contractors Model – Drug-Free Workplace Optional Section E.#., - NEW

Mr. Krivacka summarized the following point with regard to the Fee for Goods and Services Template ("FA") and No Cost Contract ("NC") for Contractors Model – Drug-Free Workplace Optional Section E.#., - NEW proposal:

- This proposal will add flow down language with respect to Drug Free Workplace requirements by adding an optional cause only available for Tennessee Department of Mental Health and Substance Abuse Services ("TDHSAS") contracts.

Comptroller Wilson asked if this reflects what is in the federal regulations. Mr. Krivacka stated that he was correct. Comptroller Wilson requested to vote on agenda item (4) separately from agenda items (5) through (12) as agenda item (4) is slightly different. None opposed.

Comptroller Wilson made a motion to approve agenda item (4) as presented. Commissioner Oglesby seconded the motion; whereupon the item was approved.

(5) Grant ("GR") and Governmental Grant ("GG") Templates –Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") Section E. #., Title VI Compliance- NEW

Mr. Krivacka presented the following point with regard to the Grant ("GR") and Governmental Grant ("GG") Templates –Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") Section E. #., Title VI Compliance- NEW proposal:

- This proposal adds Title VI language specific to the Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") grant contracts.

(6) Grant ("GR") and Governmental Grant ("GG") Templates –TDMHSAS and Department of Education Section E. #., Kidcentraltn.com – NEW

Mr. Krivacka presented the following points with regard to the Grant ("GR") and Governmental Grant ("GG") Templates –TDMHSAS and Department of Education Section E. #., Kidcentraltn.com - NEW proposal:

- This proposal would adopt Kidcentraltn.com as optional language.
- Historically, these clauses have appeared in Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") contracts. This request is to reduce the number of Rule Exception Requests ("RER") by adding this optional language.

(7) Grant ("GR") and Governmental Grant ("GG") Templates –TDMHSAS Section E. #., Suspension of Payment – NEW

Mr. Krivacka summarized the following point with regard to the Grant ("GR") and Governmental Grant ("GG") Templates –TDMHSAS Section E. #., Suspension of Payment – NEW proposal:

- This proposal is a remedy requested by the Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") to allow it to suspend payment where a Grantee is discontinued or is not properly providing services under a grant contract.

(8) Grant ("GR") and Governmental Grant ("GG") Templates –Section D.26., Charges to Service Recipients Prohibited

Mr. Krivacka summarized the following point with regard to Grant ("GR") and Governmental Grant ("GG") Templates –Section D.26., Charges to Service Recipients Prohibited proposal:

- This proposal will add the Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") to the list of agencies with this optional provision.

(9) Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Code of Conduct – NEW

Mr. Krivacka summarized the following point with regard to the Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Code of Conduct – NEW proposal:

- This proposal will add a Code of Conduct requirement as optional language for Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") contracts.

(10) Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Additional Subcontracting Requirements – NEW

Mr. Krivacka summarized the following point with regard to the Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Additional Subcontracting Requirements – NEW proposal:

- This proposal will add additional subcontracting requirements by ensuring all Subcontractors between the Contractor and the State's approved Subcontractors will have certain flow down provisions in their subcontract agreements.

(11) Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Rule 2 Compliance – NEW

Mr. Krivacka summarized the following point with regard to the Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model –TDMHSAS Section E. #., Rule 2 Compliance – NEW proposal:

- This proposal will add Rule 2 Compliance optional language to Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") contracts.

(12) Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model – TDMHSAS Section E. #., Prohibitions on Use of Federal Substance Abuse Block Grant Funds - NEW

Mr. Krivacka summarized the following points with regard to the Fee for Goods or Services Template ("FA") and No Cost Contract ("NC") for Contractors Model – TDMHSAS Section E. #., Prohibitions on Use of Federal Substance Abuse Block Grant Funds - NEW proposal:

- The Substance Abuse Block Grant clause is required by the federal government to be included in Tennessee Department of Mental Health Substance Abuse Services ("TDMHSAS") contracts that are funded with federal substance abuse prevention and treatment block grant funds.
- This proposal brings this into compliance with federal law.

Comptroller Wilson asked if most of these have required Rule Exception Requests ("RER") and if these have routinely approved. Mr. Krivacka agreed that they have. Comptroller Wilson then made a motion to approve agenda items (5) through (12) as presented. Commissioner Oglesby seconded the motion, whereupon the items were approved.

Mr. Krivacka asked that agenda items (13) through (16) be discussed and considered together if Commission members agreed. None opposed. Mr. Krivacka continued that each one of these items have been required by the Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards ("Uniform Guidance"). This will conform State contract documents to meet certain requirements specified in the Code of Federal Regulations.

Mr. Krivacka then presented agenda items (13) through (16):



(13) *Procurement Procedures Manual of the Central Procurement Office, Section 10.12., Federal Awards Procurement Standards - NEW*

Mr. Krivacka summarized the following points with regard to the *Procurement Procedures Manual of the Central Procurement Office, Section 10.12., Federal Awards Procurement Standards - NEW* proposal:

- This proposal will add language as follows:

*“For any contracts that include any federal awards, all non-Federal entities receiving such awards must comply with all requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.326.”*

- This proposal will incorporate, by reference, the Code of Federal Regulations.

(14) *Federal Awards Procurement Standards - Optional Purchase Order (“PO”) and Configurator Term - NEW*

Mr. Krivacka summarized the following point with regard to the *Federal Awards Procurement Standards - Optional Purchase Order (“PO”) and Configurator Term - NEW* proposal:

- This proposal will add the optional Purchase Order (“PO”) and Configurator term language as follows:

Federal Awards Procurement Standards. If applicable, Contractor agrees to comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.326.

(15) *Grant (“GR”) and Governmental Grant (“GG”) Templates and Fee for Goods and Services Template (“FA”) and Configurator – Section E. #., Clean Air Act and Federal Water Pollution Control Act - NEW*

Mr. Krivacka summarized the following points with regard to the *Grant (“GR”) and Governmental Grant (“GG”) Templates and Fee for Goods and Services Template (“FA”) and Configurator – Section E. #., Clean Air Act and Federal Water Pollution Control Act - NEW* proposal:

- This proposal will adopt the reference to Federal law as required by the Uniform Guidance.
- If the Grantee or Contractor is receiving a federal award in excess of \$150,000 then they are required to agree to comply with all applicable standards, orders,

or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as applicable.

Mr. Krivacka added that not every contract concerns the Clean Air Act and the Federal Water Pollution Control Act. A very narrow number of grant contracts would apply.

(16) Fee for Goods and Services Template ("FA") – Section D. #., Equal Opportunity

Mr. Krivacka summarized the following points with regard to the Fee for Goods and Services Template ("FA") – Section D. #., Equal Opportunity proposal:

- This proposal modifies the current Equal Opportunity clause in the Fee for Goods and Services Template ("FA") and Configurator by adding the following:

"To the extent applicable the Contractor agrees to comply with 41 C.F.R. § 601.4, as that section is amended from time to time during the term."

- This will ensure that the Contractor is in compliance in the event that the regulation is modified.

Comptroller Wilson stated that all these agenda items are reflective of federal law and probably would be provisions that would be enforced anyway. It's better for people to understand expectations. Comptroller Wilson made a motion to approve agenda items (13) through (16) as presented. Commissioner Oglesby seconded the motion, whereupon the items were approved.

Mr. Krivacka then presented agenda item (17):

(17) Fee for Goods or Services Template ("FA") – Section D.32., Insurance

Mr. Krivacka summarized the following points with regard to the Fee for Goods or Services Template ("FA") – Section D.32., Insurance proposal:

- The addition of this language further clarifies that the State retains the right to request a certified copy of the full insurance policy from the Contractor. Under current practice the State only asks for the Certificate of Insurance ("COI"). A COI is only one page and displays a limited amount of information compared to the full policy.
- This proposal also includes a short form of the insurance verification process for less sophisticated contracts. An example would be hiring retired teachers in Human Services. The standard Fee for Goods or Services Template ("FA") contract has standard insurance provisions. These standard provisions require Commercial General Liability, Workers Compensation, and a full Automobile Liability policy which may not necessarily be applicable in certain situations. The CPO is proposing a less burdensome form of insurance.
- This proposal will give the State the right to request insurance that was not specified in the contract from a Contractor in the event there is a claim that can be covered under other policies of the contractor.

Comptroller Wilson asked if Treasury was ok with this agenda item. Mr. Krivacka confirmed and stated that this had already been run by Treasury. Comptroller Wilson agreed that these are routinely approved and made a motion to approve agenda item (17) as presented. Commissioner Oglesby seconded the motion, whereupon the item was approved.

Mr. Krivacka then presented agenda item (18):

(18) Fee for Goods or Services Template ("FA") – Section E. #., State Insurance Program - NEW

Mr. Krivacka summarized the following points with regard to the Fee for Goods or Services Template ("FA") – Section E. #., State Insurance Program - NEW proposal:

- This proposal will add optional language to Section E. of the Fee for Goods or Services Template ("FA") that deals with the Self-Insurance program for instances where a Contractor has requested proof from the State that it is self-insured.
- Upon research, it became apparent that the last time the State had a signed Self-Insurance Certificate was 2014. The best way to handle update requests is to add language that would show how the State's Self-Insurance Program operates.

Comptroller Wilson asked if this requires the approval of the Central Procurement Office's Risk Manager. Mr. Krivacka agreed. Comptroller Wilson then made a motion to approve agenda item (18) as presented. Commissioner Oglesby seconded the motion, whereupon the item was approved.

## **VII. Reports:**

- 1) Certification Related Items
- 2) Limitation of Liability
- 3) Correction of Errors
- 4) Memorandum of Understanding

Comptroller Wilson stated that the Certifications all seem to be in order and that he always looks at the Limitations of Liability. These were discussed by his staff and all appear to be appropriate. Comptroller Wilson stated the Memorandum of Understanding all seemed to be fairly standard and that he found no reason to be concerned. Commissioner Oglesby had no additional questions or comments.

Comptroller Wilson stated that many of the agenda items presented today could have gone on the Consent Agenda. Commissioner Oglesby asked if this was contrary to Mr. Krivacka's opinion. Mr. Krivacka said that some of the agenda items were gray areas and out of an abundance of caution, they were left on the agenda. Given Comptroller Wilson's statement, the CPO will be looking to move more items onto the Consent Agenda. Comptroller Wilson assured Mr. Krivacka that each agenda item is reviewed by

both his office and the Central Procurement Office and nothing will slip by. Mr. Krivacka agreed.

**VIII. Other Business.**

Consent to Cancel the July 19, 2018 Procurement Commission Meeting:

Comptroller Wilson and Commissioner Oglesby gave their verbal consent to cancel the July 19, 2018 Procurement Commission meeting. Comptroller Wilson asked that written consent be obtained from Commissioner Martin since he was not in attendance at the meeting.

**IX. Adjournment**

Seeing no other business to be heard, Comptroller Wilson adjourned the June 21, 2018 Procurement Commission meeting.

# **STS PRE-APPROVAL ENDORSEMENT REQUEST**



## STS Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** STS Contracts  
Department of Finance & Administration  
E-mail : [it.abc@tn.gov](mailto:it.abc@tn.gov)

**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.*

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.

<b>Applicable RFS #</b>	
<b>Contracting Agency</b>	
<b>Agency Contact (name, phone, e-mail)</b>	
<p><b>Attachments Supporting Request (mark all applicable)</b></p> <p>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.</p> <p> <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) </p>	
<p><b>Information Systems Plan (ISP) Project Applicability</b></p> <p>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.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project#  <input type="checkbox"/> Not Applicable </p>	
<p><b>Subject Information Technology Service Description</b></p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p>	

**EDISON CONFIGURATOR TERM -  
DELIVERY**



**Request:**        **Revise the Delivery contract term as follows:**

**Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within **VARIABLE USER INPUT** days after receipt of a purchase order. All quotations shall be F.O.B. destination.

**EDISON CONFIGURATOR TERM –  
SAFETY OF CHEMICAL PRODUCT**

Request:        Revise the following term in the configurator:

**Safety of Chemical Products.** All respondents awarded a contract must maintain, for all of its chemical products available under this Contract, a Safety Data Sheet ("SDS") on the chemical manufacturer's website. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is accessible to the public, free of charge.

**EDISON CONFIGURATOR TERM –  
SAMPLES REQUIRED**

**REQUEST: Add the following as a new term to the configurator for when Samples are required as part of response.**

**Samples - Required.** Respondents are required to submit samples of the products listed below for evaluation and testing:

Reference Line(s): Variable User Input.

Samples provided shall be identical to the products identified in the response. Respondents must provide the samples, at no cost to the State, to the Central Procurement Office by the Response Deadline. The Central Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled as follows:

State of Tennessee Department of General Services, Central Procurement Office

312 Rosa L Parks Avenue

William R. Snodgrass Tennessee Tower, 3rd floor

Nashville, TN 37243-1102

Attn:

Name of Respondent:

Address:

ITB Number:

Item Number(s):

Response Deadline:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. A respondent may submit a written request at the time the samples are submitted for the State to return the samples at the end of testing. As long as the samples are not destroyed in the evaluation and testing processes, then the State may return the samples at the respondent's expense. If the State does not receive a written request to return the samples, then the State will utilize or dispose of the samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

**EDISON CONFIGURATOR TERM –  
SAMPLES OPTIONAL**

**Clean:**

**Samples - Optional.** The State may request samples of the products listed below for evaluation and testing: Reference Line(s): Variable User Input.

Samples provided shall be identical to the products identified in the response. If the State requests samples, respondents must provide the samples, at no cost to the State, to the Central Procurement Office within ten (10) calendar days of the request. The Central Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled as follows:

State of Tennessee Department of General Services, Central Procurement Office

312 Rosa L Parks Avenue

William R. Snodgrass Tennessee Tower, 3rd floor

Nashville, TN 37243-1102

Attn: Variable User Input.

Name of Respondent:

Address:

ITB Number:

Item Number(s):

Response Deadline:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. A respondent may submit a written request at the time the samples are submitted for the State to return the samples at the end of testing. As long as the samples are not destroyed in the evaluation and testing processes, then the State may return the samples at the respondent's expense. If the State does not receive a written request to return the samples, then the State will utilize or dispose of the samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

**GRANT (“GR”) AND GOVERNMENTAL  
GRANT (“GG”) TEMPLATES –  
RENUMBERING SECTIONS**



**Clean:**

**Option: Periodic Advance Payment**

To effect periodic advance payments: (1) Replace the section with the following.

- C.3. Payment Methodology – Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. The amount of Written Dollar Amount (\$Number) shall be paid to the Grantee in advance upon approval of this Grant Contract and on Date(s) on which the state will make advance payment(s). The total of said payments shall not exceed the Maximum Liability of this Grant Contract.
- (2) Delete the Invoice Requirements clause but leave the existing section numbering and header and immediately follow the header with "**Reserved**".
  - (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following (which may be further revised to require more frequent grant disbursement reconciliation reports).

**Option: Total Advance Payment**

To effect a total advance payment: (1) Replace the section with the following.

- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- (2) Delete the Invoice Requirements clause but leave the existing section numbering and header and immediately follow the header with "**Reserved**".
  - (3) Replace the first paragraph of the Disbursement Reconciliation and Close Out section with the following.

**Invoice Requirements**

Add clear, non-conflicting, invoice requirements to the section as appropriate (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.

**REQUEST FOR PROPOSAL (“RFP”)  
AMENDMENT TEMPLATE – SECTION 2.,  
THE STATE’S RESPONSE TO WRITTEN  
QUESTIONS & COMMENTS TABLE**

**REQUEST:** Revise the Request for Proposals (RFP) Amendment Template at section 2. The State's Response to question and comments by adding two additional columns to the table: (1) RFP Section; and (2) Page.

**2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

<b>RFP SECTION</b>	<b>PAGE #</b>	<b>QUESTION / COMMENT</b>	<b>STATE RESPONSE</b>
		1	
		2	

**REQUEST FOR PROPOSAL (“RFP”) AND  
REQUEST FOR QUALIFICATIONS  
 (“RFQ”) TEMPLATE’S RESPONSE  
FORMAT – INSTRUCTIONS AND FONT  
COLOR**

**REQUEST: Revise the font color and the instructions in the Request for Proposals (RFP) and Request for Qualifications (RFQ) Template as follows:**

**RFP Instructions, Considerations, and Options**

**3.2. Response Delivery**

Request respondents to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.

**Option: Additional Delivery Instructions.**

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

**RFP Standard Text:**

3.2.2.1. One (1) original Technical Response paper document labeled:

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

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

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

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

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

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

**“RFP # NUMBER COST PROPOSAL COPY”**

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

## RFQ

### Standard Text:

#### 1.1. Response Format

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

##### 1.1.2.1. Technical Response

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

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

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

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

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

##### 1.1.2.2. Cost Proposal: *For Qualified Respondents only*

One (1) original Cost Proposal paper document labeled:

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

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

**“RFQ #NUMBER COST PROPOSAL COPY”**

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

### Optional Text:

##### 3.3.2.1. Technical Response

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

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

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

**"RFQ #NUMBER TECHNICAL RESPONSE COPY"**

The sealed customer references will be the only paper documents.

3.3.2.2. Cost Proposal: ***For Qualified Respondents only***

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

**"RFQ #NUMBER COST PROPOSAL"**

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

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

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

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

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

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

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

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

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

**Option: Additional Delivery Instructions.**

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



**FEE FOR GOODS OR SERVICES  
CONTRACT (“FA”) TEMPLATE AND NO  
COST CONTRACT (“NC”) FOR  
CONTRACTORS MODEL – SECTION E.  
#., CONTRACTOR HOSTED SERVICES  
REQUIREMENTS AND CONFIDENTIAL  
DATA OPTIONS**

**REQUEST: Replace the current instructional and optional language with the following in the FA and NC Contract Templates.**

**Contractor Hosted Services Requirements and Confidential Data Options**

General Instructions:

If the contract will allow a Contractor or Subcontractor to host State services or State data in the cloud (e.g., Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS)), then follow the instructions as described in the various options below. Include all applicable sections, renumbering as may be appropriate.

Section E.#.a: Confidential State Data

If the Contractor or Subcontractor will host data that is deemed confidential by State or Federal statute or regulation, or process data per the payment card industry (Confidential State Data), including data in transit, include Section E.#.a. If there is any type of Confidential State Data, also include the standard language covering Disclosure of Personally Identifiable Information (PII) from the Section E options provided in the FA Template.

Section E.#.b and c. Minimum Requirements and Comptroller Audit Requirements

Include Section E.#.b as minimum Strategic Technology Solutions (STS) requirements and Section E.#.c as minimum Comptroller audit requirements for all contracts where the Contractor or any Subcontractors will host State services or State data in the cloud (e.g., SaaS, IaaS, PaaS).

Section E.#.e: CAFR or Single Audit Requirements

Add Section E.#.e as an additional Comptroller audit requirement, if the Contractor or Subcontractor will host services that store or process State financial or other data that (1) is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or (2) is used for demonstrating compliance with the requirements of Title 2, Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). The Contractor must provide to the State a System and Organization Controls (SOC) 1 Type II or SOC 2 Type II audit report annually. The Contractor must also verify that all Subcontractors, including data center vendors, successfully complete and provide to the State an annual SOC Type II audit report. Additionally, the State should consider obtaining and reviewing the latest available SOC report for the Contractor and Subcontractor prior to the awarding of the Contract. This requirement should be added to the solicitation Technical Response requirements.

If Section E.#.e, CAFR or Single Audit Requirements is included, remove Section E.#.a.3 unless the contract will involve CJIS data, FTI data, or CMS data, which requires replacing E.#.a.3 as described in the options below. In this case, both a SOC Type II audit report and FEDRAMP authorization are required.

Please direct any questions regarding these requirements to STS, Security Area, or the Comptroller's Office, Office of Management Services. Direct any questions regarding the types of Confidential State Data to STS, Security Area.

**Criminal Justice Information Services ("CJIS") Data**

The contracting state agency must obtain prior approval from the Tennessee Bureau of Investigation ("TBI") before contracting for external hosting of CJIS data.

**Health Insurance Portability and Accountability Act ("HIPAA") Data**

Keep all language in E.#.a, and do the following:

Contractor must enter into a Business Associate Agreement (BAA) with the State. Therefore, include as a contract attachment a BAA agreement. Please visit the following website link, available on TEAM TN, for the "[HIPAA Business Associate Agreement Example](#)."

## General Requirements

### E.#. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

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

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration

Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:  
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation

of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [NUMBER OF HOURS/MINUTES]
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [NUMBER OF HOURS/MINUTES]
  - (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 Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

**Option: Minimum Requirements**

Delete and Replace the standard (b)(1), referring to a URL, if the State's Enterprise Information Security Policy will be included as a Contract Attachment.

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies. The State's Enterprise Information Security Policies document is attached to this Contract at Attachment Reference.

**Option: CAFR or Single Audit Requirements**

If the contract will involve applications that store or process State financial or other data that is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or for demonstrating compliance with Uniform Guidance, include Section E.#.e.

- e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

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

**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.

**Option: Federal Tax Information ("FTI") Data**

If the contract will contain FTI data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above. Also include the FTI attachment contained elsewhere in this FA Template.

Contractor shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

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

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

Contractor shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

**Option: Payment Card Industry ("PCI") Data**

If the contract will involve PCI data, include all of the General Requirements above, and add the following as section E.#.a.(5):

(5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

**GRANT (“GR”) AND GOVERNMENTAL  
GRANT (“GG”) TEMPLATES – SECTION  
E. #., GRANTEE HOSTED SERVICES  
REQUIREMENTS AND CONFIDENTIAL  
DATA OPTIONS**



## **REQUEST: Add Grantee Hosted Services Requirements and Confidential Data Options as an optional term in the GR and GG Templates.**

### **Option: Grantee Hosted Services Requirements and Confidential Data Options**

Only use with prior approval and endorsement of Strategic Technology Solutions (STS).

#### **Grantee Hosted Services Requirements and Confidential Data Options**

##### General Instructions:

If the grant contract will allow a Grantee or subcontractor to host State services or State data in the cloud (e.g., Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS)), then follow the instructions as described in the various options below. Include all applicable sections, renumbering as may be appropriate.

##### Section E.#.a: Confidential State Data

If the Grantee or any approved subcontractor will host data that is deemed confidential by State or Federal statute or regulation, or process data per the payment card industry (Confidential State Data), including data in transit, include Section E.#.a. If there is any type of Confidential State Data, also include the standard language covering Disclosure of Personally Identifiable Information (PII) from the Section E options provided in the FA Template.

##### Section E.#.b and c. Minimum Requirements and Comptroller Audit Requirements

Include Section E.#.b as minimum Strategic Technology Solutions (STS) requirements and Section E.#.c as minimum Comptroller audit requirements for all contracts where the Grantee or any subcontractors will host State services or State data in the cloud (e.g., SaaS, IaaS, PaaS).

##### Section E.#.e: CAFR or Single Audit Requirements

Add Section E.#.e as an additional Comptroller audit requirement, if the Grantee or subcontractor will host services that store or process State financial or other data that (1) is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or (2) is used for demonstrating compliance with the requirements of Title 2, Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). The Grantee must provide to the State a System and Organization Controls (SOC) 1 Type II or SOC 2 Type II audit report annually. The Grantee must also verify that all subcontractors, including data center vendors, successfully complete and provide to the State an annual SOC Type II audit report. Additionally, the State should consider obtaining and reviewing the latest available SOC report for the Grantee and subcontractor prior to the awarding of the Contract. This requirement should be added to the solicitation Technical Response requirements.

If Section E.#.e, CAFR or Single Audit Requirements is included, remove Section E.#.a.3 unless the contract will involve CJIS data, FTI data, or CMS data, which requires replacing E.#.a.3 as described in the options below. In this case, both a SOC Type II audit report and FEDRAMP authorization are required.

Please direct any questions regarding these requirements to STS, Security Area, or the Comptroller's Office, Office of Management Services. Direct any questions regarding the types of Confidential State Data to STS, Security Area.

**Criminal Justice Information Services (“CJIS”) Data**

The contracting state agency must obtain prior approval from the Tennessee Bureau of Investigation (“TBI”) before contracting for external hosting of CJIS data.

**Health Insurance Portability and Accountability Act (“HIPAA”) Data**

Keep all language in E.#.a, and do the following:

Grantee must enter into a Business Associate Agreement (BAA) with the State. Therefore, include as a contract attachment a BAA agreement. Please visit the following website link, available on TEAM TN, for the “HIPAA Business Associate Agreement Example.”

**General Requirements**

<p>E.#. Grantee Hosted Services Confidential Data, Audit, and Other Requirements</p> <p>a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:</p> <ol style="list-style-type: none"><li>(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.</li><li>(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.</li><li>(3) The Grantee and the Grantee’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee’s and subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.</li></ol> <p>If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.</p> <p>No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.</p> <ol style="list-style-type: none"><li>(4) The Grantee must annually perform Penetration Tests and Vulnerability</li></ol>
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Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and

procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [NUMBER OF HOURS/MINUTES]
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [NUMBER OF HOURS/MINUTES]
  - (2) The Grantee 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 Grantee verifying that the Grantee 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 Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

**Option: Minimum Requirements**

Delete and Replace the standard (b)(1), referring to a URL, if the State's Enterprise Information Security Policy will be included as a Contract Attachment.

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies. The State's Enterprise Information Security Policies document is attached to this Grant Contract at Attachment Reference.

**Option: CAFR or Single Audit Requirements**

If the grant contract will involve applications that store or process State financial or other data that is used for reporting through the State's Comprehensive Annual Financial Report (CAFR) or for demonstrating compliance with Uniform Guidance, include Section E.#.e.

- e. The Grantee and any subcontractor used by the Grantee to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide the State with the Grantee's and subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee and subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

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

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

If the grant 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 Grantee 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 Grantee'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 Grantee meets FedRAMP standards. Information technology "Infrastructure" shall mean the Grantee'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 Grantee shall provide proof of current certification annually and upon State request.

**Option: Federal Tax Information ("FTI") Data**

If the grant contract will contain FTI data, also add the following sentence to the optional section E.#.a.(3) (FedRAMP) language above. Also include the FTI attachment contained elsewhere in this FA Template.

Grantee shall meet all applicable requirements of the most current version of Internal Revenue Service Publication 1075.

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

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

Grantee shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

**Option: Payment Card Industry ("PCI") Data**

If the grant contract will involve PCI data, include all of the General Requirements above, and add the following as section E.#.a.(5):

(5) Grantee shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

**CONTRACT AMENDMENT TEMPLATE  
OPTION – EFFECTIVE DATE ONCE  
APPROVED**

## CONTRACT AMENDMENT TEMPLATE

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

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

### CONTRACT AMENDMENT COVER SHEET

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

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

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

### PREAMBLE

Add additional information only if necessary.

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

### AMENDMENT DETAIL

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

#### Option: Delete & Replace Section

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

- #. Contract section Reference is deleted in its entirety and replaced with the following:
- #. New Text — include ALL of the deleted language that continues to be necessary after this amendment

#### Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- #. Contract Attachment Reference is deleted in its entirety and replaced with the new attachment Same Reference attached hereto.

#### Option: Add Section

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



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

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

**Option: Add Attachment**

Use the following to add a new attachment.

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

**Option: Contractor Name Amendment**

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

Use the following to change the contractor's name.

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

**EFFECTIVE DATE**

The effective date of an amendment should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

**Option: Effective Date Once Approved**

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

**SIGNATURES**

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



## CONTRACT AMENDMENT COVER SHEET

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

**AMENDMENT NUMBER  
OF CONTRACT ASSIGNED NUMBER**

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

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

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

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

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

---

**SIGNATURE**

**DATE**

---

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

**STATE AGENCY NAME:**

---

**AGENCY HEAD NAME & TITLE**

**DATE**

**GRANT (“GR”) AND GOVERNMENTAL  
GRANT (“GG”) AMENDMENT  
TEMPLATE OPTION – EFFECTIVE  
DATE ONCE APPROVED**

## AMEND-G TEMPLATE

This template prescribes the format and content for a cost-reimbursement or endowment type grant contract amendment. Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always subject to disapproval, will, typically, not require a specific rule exception unless an oversight examiner requires separate documentation in a particular instance. If a formal rule exception request is not required, oversight approval of the document will constitute selected rule exception(s) as may be necessary.

**ENDOWMENT GRANT NOTICE:** In an endowment grant, the award of funds as a lump sum advanced payment or property conveyed upon approval of the contract, either of which is to be substantially free of conditions beyond the cited purpose, is contrary to post-approval revision. Therefore, approval will typically NOT be recommended for any endowment grant amendment.

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

Complete summary cover fields as indicated within the template and the following field directions.

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

A summary cover properly completed and in accordance the template is required for every copy of the contracting document.

### PREAMBLE

Add additional information only if necessary.

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

### AMENDMENT DETAIL

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

#### Option: Delete & Replace Section

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

#.	Grant Contract section Reference is deleted in its entirety and replaced with the following:
#.	New Text — include ALL of the deleted language that continues to be necessary after this amendment

#### Option: Delete & Replace Attachment

For Grant Budget revisions & additions, the easiest way to revise a grant budget attachment is to delete and replace it with a new grant budget attachment (using the same attachment name so that references to it do not have to be amended). However, in an amendment to extend the period of the grant, the original grant budget information may still be applicable for the stated period (and, therefore, should not be deleted or replaced). In which case, the amendment objective may be achieved by adding a new grant budget attachment for the new period and amending grant contract text to include references to both the old and new budget attachments as appropriate.

Use the following to delete and replace an existing attachment.

- #. Grant Contract Attachment **Reference** is deleted in its entirety and replaced with the new attachment **Same Reference** attached hereto.

**Option: Add Section**

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).  
Use the following to add a new sub-section after all existing sub-sections of the contract section.

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

**Option: Add Attachment**

Use the following to add a new attachment.

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

**Option: Grantee Name Amendment**

Documentation to evidence the legitimacy of the name change is required for approval.  
Use the following to change the grantee's name.

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

**EFFECTIVE DATE**

The effective date of an amendment may NOT be retroactive (e.g., before the date that the amendment is submitted for Edison approval routing).

**Option: Effective Date Once Approved**

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

**SIGNATURES**

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



# GRANT AMENDMENT

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

**AMENDMENT NUMBER  
OF GRANT CONTRACT ASSIGNED NUMBER**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

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

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

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

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE** **DATE**

---

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

**STATE AGENCY NAME:**

---

**AGENCY HEAD NAME & TITLE** **DATE**



**DELEGATED AUTHORITY (“DA”)  
AMENDMENT TEMPLATE OPTION –  
EFFECTIVE DATE ONCE APPROVED**

## DELEGATED AUTHORITY APPLICATION AMENDMENT TEMPLATE

Central Procurement Office Policy Number 2013-006 requires approvals or endorsements for certain contracts depending on the contract's Scope. A change in Scope may require re-approval or re-endorsement by Strategic Technology Solutions, Tennessee Department of Human Resources, or other State entity. If re-approval or re-endorsement is required, submit documentation of the approval or endorsement with the amendment.

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

Complete summary cover fields as indicated within the template and the following field directions.

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



## DELEGATED AUTHORITY AMENDMENT

Agency Tracking #	Edison ID	Delegated Authority #	Amendment #
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Amendment Purpose & Effect(s)

TOTAL Maximum Liability INCREASE or DECREASE per this Amendment (zero if N/A): \$

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
<b>TOTAL:</b>					

<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE</i></p>
--	-----------------------

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

**AMENDMENT WRITTEN NUMBER  
TO DELEGATED AUTHORITY ASSIGNED NUMBER**

---

This amendment to [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority] Number ("Amendment"), shall revise the delegated authority as follows:

**Amendment Text — Refer to Template Instructions**

Required Approvals. This Amendment shall not be effective until it is approved by all appropriate officials in accordance with applicable Tennessee laws (depending upon the specifics of this delegated authority, officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Finance and Administration, the Commissioner of Human Resources, or the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is **DATE**. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

**IN WITNESS WHEREOF:**

---

**Agency Head Name & Title**

**DATE**

<b>AMENDMENT INSTRUCTIONS, CONSIDERATIONS, AND OPTIONS</b>
--

Draft the amendment with the following sections, as appropriate. Number each amendment section consecutively.

**Option: Change the Maximum Liability of the entire delegated authority application**

The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. <b>What is the Maximum Liability of the [insert Delegated Authority, Delegated Grant Authority, or Delegated Loan Authority]?</b>	<b>\$ Amount</b>
--	------------------

**Option: Change the Maximum Liability of an individual contract, purchase order, grant contract, or loan.**

The Maximum Liability of an individual contract, purchase order, or grant contract shall not exceed five million dollars (\$5,000,000) without an approved RER.

Section #. is deleted in its entirety and replaced with the following:

#. <b>What is the Maximum Liability of an individual [insert contract, purchase order, grant contract, or loan]?</b>	<b>\$ Amount</b>
--	------------------

**Option: Delete and Replace Section**

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

#. Contract or Grant Contract section <b>Reference</b> is deleted in its entirety and replaced with the following:
#. <b>New Text — include all of the deleted language that continues to be necessary after this amendment.</b>

**Option: Delete and Replace Attachment**

Use the following to delete and replace an existing attachment.

#. Contract or Grant Contract Attachment <b>Reference</b> is deleted in its entirety and replaced with Attachment <b>Reference</b> .
--

**Option: Add Section**

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

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

#. The following is added as [insert Contract or Grant Contract] section <b>New Section Reference</b> .
#. <b>New Text</b>

**Option: Add Attachment**

Use the following to add a new attachment.

- #. **[Insert Contract or Grant Contract] Attachment New Attachment Reference attached hereto is added as a new attachment.**

**Option: Contractor or Grantee Name Amendment**

| Evidence of the legitimacy of the name change is required for approval.

Use the following to change the Contractor or Grantee's name.

- #. The following is added as **[insert Contract or Grant Contract] section New Section Reference:**

- #. **[Insert Contractor or Grantee] Name.** All references to "Original Legal Entity Name" or "Grantee Legal Entity Name" shall be deleted and replaced with "New Legal Entity Name."

**EFFECTIVE DATE**

The effective date of an amendment shall not be retroactive (i.e., before the date that the amendment is submitted to Edison for approvals).

**Option: Effective Date Once Approved**

In lieu of entering a specific date as the Amendment Effective Date, replace the standard Amendment Effective Date with the following.

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

**SIGNATURE**

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

**CERTIFICATION RELATED  
DOCUMENTATION**



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

**RE-CERTIFICATION**

**June**

1. Item No. 763.20  
Service: Rest Area Operation & Maintenance  
Agency/Location: Tennessee Department of Transportation, Various County Locations.  
Annual Price: \$4,277,244.69 annually, or \$356,437.06 per month.  
Annual price increasing due to wage and benefit increases.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.
  
2. Item No. 763.55  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Safety, I-40 Scale House Complex, Mile Marker 372, Knoxville, Tennessee.  
Annual Price: \$7,232.28 annually, or \$2.0664 per square foot per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.
  
3. Item No. 763.32  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Transportation, Regional Transportation Management Center, Region 1, Knoxville, Tennessee.  
Annual Price: \$20,023.44 annually, or \$1.4501 per square foot per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.

**LARRY MARTIN, Chairman**  
Commissioner of Finance & Administration

**JUSTIN P. WILSON**  
Comptroller of the Treasury

**ROBERT E. OGLESBY**  
Commissioner of General Services

**MIKE PERRY**  
Chief Procurement Officer



4. Item No. 763.A148  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Safety, Giles County Scale Complex, I-65 North Bound Side between mile marker 5 & 6, Giles County, Tennessee.  
Annual Price, Daily Services: \$8,798.52 annually, or \$1.76 per square foot per year.  
Annual Price, Once a Month Deep Cleaning: \$3,970.92 annually or \$0.79 per square foot per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.
  
5. Item No. 763.A171  
Service: Janitorial Services  
Agency/Location: Department Of Education, West Tennessee School for the Deaf, 100 Berryhill Drive, Jackson, Tennessee.  
Annual Price: \$7,111.22 annually, or \$1.2546 per square foot per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.
  
6. Item No. 763.24  
Service: Janitorial & Day Porter Services  
Agency/Location: Tennessee Military Department, Tennessee Army National Guard, Headquarters, Houston Barracks, 3041 Sidco Drive, Nashville, Tennessee.  
Annual Price, Nighttime Janitorial Services: \$102,849.48 annually, \$0.60 per square foot per year.  
Annual Price, Day Porter Services: \$77,635.60 annually or \$6,469.63 per month.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 07/01/2018 – 06/30/2019.

#### **ADDENDUM**

1. Item No. 763.A100  
Service: Ground Maintenance Services  
Agency/Location: Tennessee Department of Transportation, TDOT Regions 4, Boswell Complex, 5344 Boswell Ave, Memphis, Tennessee.  
Annual Pricing: \$7,936.34 or \$327.19 per cycle.  
Price increased due to agency's request for weed spraying service to be added to current contract.  
Satisfaction: No complaints have been filed.  
Addendum Requested for Period of 07/01/2018 – 11/30/2018.

## RE-CERTIFICATION

### July

1. Item No. 763.A166  
Service: Janitorial Services  
Agency/Location: Tennessee Military Department, Tennessee Emergency Management Agency, Building 130, 3041 Sidco Drive, Nashville, Tennessee.  
Annual Price: \$2,405.88 annually, or \$0.40 per square foot per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 08/01/2018 – 07/31/2019.
  
2. Item No. 763.A176  
Service: Janitorial and Dishwashing Services  
Agency/Location: Tennessee Department of Education, York Agricultural Institute, 701 N. Main Street, Jamestown, Tennessee.  
Annual Price: \$16,705.04 annually or \$9.83 per hour for 1700 man-hours per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 08/01/2018 – 07/31/2019.
  
3. Item No. 763.A182  
Service: Ground Maintenance Services  
Agency/Location: Tennessee Military Department, Tennessee Volunteer Challenge Academy, 3965 Stewarts Lane, Nashville, Tennessee.  
Annual Price: \$18,094.18, or \$48.25 per acre per cycle.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Re-Certification Requested for Period of 08/01/2018 – 07/31/2019.

## **ADDENDUM**

1. Item No. 763.A181

Service: Janitorial and Ground Maintenance Services

Agency/Location: Tennessee Department of Environment & Conservation, Long Hunter State Park, 2910 Hobson Pike, Hermitage, Tennessee.

Annual Pricing: Annual Price:

Line 1: Janitorial Services: \$40,518.72 annually, or \$3,376.56 monthly.

Line 2: Ground Maintenance Services (Park areas): \$10,791.75 annually, \$719.45 per cycle.

Line 3: Ground Maintenance Services (Fields): \$2,247.95 annually, \$449.59 per cycle.

No price increase requested. Addendum compiled to correct a clerical error in certification packet pertaining to Comparative pricing Analysis (Attachment A), Janitorial Services.

Satisfaction: No complaints have been filed.

Addendum Requested for Period of 07/01/2018 – 11/30/2018.

## **RE-CERTIFICATION**

### **August**

1. Item No. 763.A174

Service: Janitorial Services

Agency/Location: Tennessee Department of Education, East Core Regional Office, 2761 Island Home Blvd., Knoxville, Tennessee.

Annual Price: \$3,559.84 or \$1.1866 per square foot per year.

No price increase requested.

Satisfaction: No complaints have been filed.

Re-Certification Requested for Period of 09/01/2018 – 08/31/2019.

## **CERTIFICATION**

1. Item No. 763.A186

Service: Janitorial Services

Agency/Location: Tennessee Early Intervention System, TEIS, 2761 Island Home Blvd, Knoxville, Tennessee.

Annual Price: \$8,693.28 annually, \$1.09 per square foot.

No price increase requested.

Satisfaction: No complaints have been filed.

Certification Requested for Period of 09/01/2018 – 08/31/2019.

2. Item No. 763.A187  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Safety, Tennessee Highway Patrol Training Center, 283 Stewarts Ferry Pike, Nashville, Tennessee.  
Annual Price: \$24,520.98 annually, \$743.06 per cycle per year.  
No price increase requested.  
Satisfaction: No complaints have been filed.  
Certification Requested for Period of 09/01/2018 – 08/31/2019.

### **ADDENDUM**

1. Item No. 763.A144  
Service: Lawn Maintenance Services  
Agency/Location: Tennessee Department of Intellectual & Developmental Disabilities, Ruilman Center, 293 Kirkpatrick Lake Road, Lebanon, Tennessee.  
Annual Price: \$6,197.85 annually, or \$413.19 per cycle per year.  
Price decreased due to the service area decreasing to 8 acres for fifteen (15) cycles per year from 10 acres for fifteen (15) cycles per year.  
Satisfaction: No complaints have been filed.  
Addendum Requested for Period of 09/01/2018 – 04/30/2019.
2. Item No. 763.A171  
Service: Janitorial Services  
Agency/Location: Tennessee Department of Education, West Tennessee School for the Deaf, 100 Berryhill Drive, Jackson, Tennessee.  
Annual Price: \$4,395.95 annually, or \$.7756 per square foot per year.  
Price decreased. Janitorial services to be performed have been decreased from three (3) days per week Tuesday, Wednesday, and Thursday to two (2) days per week on Tuesdays and Thursdays.  
Satisfaction: No complaints have been filed.  
Addendum Requested for Period of 09/01/2018 – 06/30/2019.

3. Item No. 763.A166  
Service: Janitorial and Day Porter Services  
Agency/Location: Tennessee Military Department, Tennessee Army National Guard Headquarters, Houston Barracks, 3041 Sidco Drive, Nashville, Tennessee.  
Annual Price:  
Line 1: Janitorial Services: \$143,581.84 annually, or \$0.84 per square foot per year.  
Line 2: Day Porter Services: \$77,127.18 annually, or \$10.0217230 per hour.

Price increase has been requested for nighttime janitorial services due to the hard surface floors be stripped and waxed twice annually instead of once annually. There was also a slight reduction in pricing for Day Porter Services.

Satisfaction: No complaints have been filed.

Addendum Requested for Period of 09/01/2018 – 06/30/2019.

### **DECERTIFICATION**

1. Item No. 763.A74  
Service: Grounds Maintenance  
Agency/Location: Tennessee Department of Environment & Conservation, Bicentennial Capitol Mall State Park, Nashville, Tennessee  
Annual Price: \$50,102.35 or \$1,391.73 per cycle.  
No price increase requested.  
Satisfaction: Decertification was recommended due to subcontractor's inability to meet expectations based on current pricing.  
Decertification Requested Beginning 09/01/2018.
2. Item No. 763.B74  
Service: Janitorial and Hourly Porter Services  
Agency/Location: Tennessee Department of Environment & Conservation, Bicentennial Capitol Mall State Park, Nashville, Tennessee  
Annual Price: \$62,264.73 or \$5,188.73 per month.  
No price increase requested.  
Satisfaction: Decertification was recommended due to subcontractor's inability to meet expectations based on current pricing.  
Decertification Requested Beginning 09/01/2018.

# **LIMITATION OF LIABILITY REPORT**

**Approved Limitation of Liability Requests  
for the Time Period June 2, 2018 to September 7, 2018**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
32110-37243	18	11299	6/25/2018	APPROVED	6/25/2018	MICROSOFT PREMIER SUPPORT & CONSULTING SERVICES	DEPARTMENT OF GENERAL SERVICES	CONTRACTOR IS A PROVIDER OF CRITICAL IT SERVICES TO THE STATE. THE LIMITATION OF CONTRACTOR'S LIABILITY LANGUAGE (PO STANDARD TERMS AND CONDITIONS) WAS REMOVED AND CONTRACTOR'S LIABILITY LANGUAGE ACCEPTED AS IT GENERALLY PROVIDES THAT NEITHER PARTY IS LIABLE TO THE OTHER IN EXCESS TO TWO (2) TIMES THE AMOUNTS CUSTOMER WAS TO PAY FOR THE APPLICABLE STATEMENT OF SERVICES.	6/26/2018
33701-72018	18	11495	7/27/2018	APPROVED	7/30/2018	BANKING SERVICES	DEPARTMENT OF LABOR AND WORKFORCE	VENDOR IS A LOW RISK, FEDERALLY INSURED NATIONAL BANK AND LIABILITY FOR CLAIMS ARISING UNDER THIS CONTRACT ARE LIMITED TO AN AMOUNT EQUAL TO ONE (1) TIMES THE MAXIMUM LIABILITY AMOUNT SHOWN IN C.1, AND AS MAY BE AMENDED. THIS SECTION LIMIT DOES NOT LIMIT THE VENDOR'S LIABILITY CLAIMS RELATED TO (1) INTELLECTUAL PROPERTY; (2) LIQUIDATED DAMAGES; OR (3) INTENTIONAL TORTS, CRIMES, FRAUDULENT CONDUCT OR ACTS RESULTING IN PERSONAL INJURY, AS MORE FULLY DEFINED IN TENN. CODE ANN §12-3-701(B)(1)-(3).	8/2/2018

34901-00463	18	11631	8/14/2018	APPROVED	8/14/2018	AAMVNET SERVICES, NETWORK SERVICES, PROGRAM SERVICES AND DRIVER SERVICES TRANSACTIONS	DEPARTMENT OF SAFETY AND HOMELAND SECURITY	VENDOR PROVIDES NETWORK, PROGRAM AND DRIVER RELATED SERVICES. THE ADOPTED LANGUAGE REDUCES THE CONTRACTOR'S INDEMNIFICATION CLAIM LIABILITY UNDER SECTION D.19 OF THE CONTRACT FOR A PERIOD OF TWELVE (12) MONTHS TO ONE (1) TIMES THE MAXIMUM LIABILITY PRECEDING THE CLAIM, AND CITES T.C.A. §12- 3-701 AS CONTROLLING AUTHORITY.	8/16/2018
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# **MEMORANDUM OF UNDERSTANDING REPORT**

Number	SWC# / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
241	SWC 136 / Contract 57008	Pest Control Services	Jordan Green	Kirklands Pest Control	Added line item location for Military (Houston Barracks) with Kirklands Pest Control	5/14/2018	Item ID: 1000182127 Pest Control Service, Monthly, Military Department, Houston Barracks, 14 Buildings, 6 Kitchens, 3041 Sidco Dr, Nashville, TN 37204, Davidson County, (423,905 sqft)
242	SWC 161 / Contract 55114	Trash Pick-up Services	Jordan Green	Waste Connections of TN	Added line item location for Military (New Tazwell) with Waste Connections of TN	5/14/2018	Item ID: 1000182129 Trash Pick-Up, 6 Cu Yd Container, Pick-up, Military, New Tazwell RC, Highway 41A, PO Box 252
243	53203	NetTN	Sharon Pope	ATT	Additional NG911 Call Handling and Additional AT&T Ultraviable Network	7/31/2018	IP Phone without ALI, IP Phone with ALI, Power 9-1-1 Full Laptop, Power 9-1-1 Backup Laptop, 10G and 40G LVN Interface
244	37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	Additional Position	7/27/2018	Cost Accountant 2